



**COMMONWEALTH OF VIRGINIA**

**AND**

**AT&T CORPORATION**

**CONTRACT #: 040201-AT&T**

**Standard Telecommunication Relay Services**

**VaRelay**

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- I. **Purpose:** This Contract establishes the provisions and contractual terms and conditions in which the Commonwealth of Virginia, through its Virginia Information Technologies Agency (VITA), hereinafter referred to as the “Commonwealth” or “VITA”, 110 South 7<sup>th</sup> Street, Richmond, VA 23219, on behalf of the Virginia Department for the Deaf and Hard of Hearing will purchase Standard Telecommunication Relay Services (TRS), hereinafter referred to as “VaRelay” from AT&T Corp. (AT&T), hereinafter referred to as the “Contractor.” AT&T Relay Services Headquarters, Room N163, 340 Mt. Kemble Avenue, Morristown, NJ 07960.

This contract is for the provision of unrestricted, 24 hours/day, 7 days/week VaRelay Services that allow the Commonwealth’s communicatively disabled individual’s access to the switched public telephone network for communications to and from all other persons in the Commonwealth, the nation and the world. Equipment purchases are not included or provided pursuant to this Contract.

**Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a Contractor because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

- II. **Contract Users:** Citizens of the Commonwealth and all public bodies as defined by the *Code of Virginia*, §2.2-4301, herein after referred to as the “Users.”
- III. **Contract Term:** The initial “Term” of this Contract will be for a period of three (3) years in accordance with pricing documented herein commencing on February 1, 2004. Upon mutual agreement the Contract may be renewed for four (4) one-year periods.
- IV. **Contract Execution:** The procurement giving rise to this Contract was done in accordance with the *Virginia Public Procurement Act (VPPA)*. The Commonwealth of Virginia, through its Virginia Information Technologies Agency, issued a Request For Proposal 2003-030 to prospective Contractors for Standard Telecommunication Relay Services. Contractor responded with a proposal, participated in negotiations to the referenced Request For Proposal and desires to provide said services per the agreed upon provisions, terms and conditions set forth and included herein. Definitions are provided as Attachment A.
- V. **Invoicing for Relay Services/Billing Record:** The Contractor agrees to invoice the Commonwealth monthly in arrears and send to:

Commonwealth of Virginia  
State Corporation Commission  
Division of Communication  
P. O. Box 1197  
Richmond, VA 23218  
ATTN: Mr. Steve Bradley

The State Corporation Commission will be responsible for payment to the Contractor in accordance with the Prompt Payment Act.

Pricing for the first three (3) years at the following rates per **session** minute:

Year 1: \$2.045

Year 2: \$2.25

Year 3: \$2.50

**VI. Contractor Reporting Requirements:**

The Contractor will provide reports as designated in the following items in an electronic format compatible with Microsoft Office products according to the schedules indicated. All reports will become the property of the Commonwealth (VDDHH), e.g., not copyrighted by the provider, and will become public record. In addition to the designated reports, the Contractor will provide additional periodic, ad hoc, or other reports as requested by the Commonwealth/VDDHH. All reports will be presented in both tabular and graphic format unless otherwise approved by the VDDHH or VITA Contract Administrator. The Commonwealth may modify the data collected and required report formats at any time. When the requested report is other than those shown below (except when investigating unusual circumstances such as complete or partial loss of service), the Commonwealth will give at least thirty days notice before the date the report is due. The Contractor will, upon the request of the Commonwealth, provide the Commonwealth with professional interpretation, analysis and explanation of any reports provided. Within two months of award, the Contractor will meet with the VDDHH Contract Administrator to determine all types of data available for reporting purposes to set up any additional regular monthly reports.

**A. Daily Traffic Reports**

Daily traffic or call volume reports shall capture all Virginia Relay TRS activity for a twenty-four hour period beginning daily at 12:00 A.M. The reports shall be submitted to the Department in an electronic format no later than 9 A.M. of the first scheduled Department working day after the close of the reporting period. All minutes shown in Daily Traffic reports shall be shown to the hundredth decimal place of a minute, as in 6.25 minutes.

The minimally required data for inclusion in Daily Traffic Reports appear in Attachment N.

**B. Monthly Traffic Reports**

Monthly traffic or call volume reports will capture all Virginia Relay TRS activity of one calendar month unless otherwise requested by the VDDHH Contract Administrator. The reports will be submitted to the VDDHH Contract Administrator in an electronic format no later than the 15<sup>th</sup> calendar day following the month of reported activity or the next scheduled working day for the Commonwealth if the 15<sup>th</sup> falls on a weekend or holiday. All minutes shown in

Monthly Traffic reports will be shown to the hundredth decimal place of a minute, as in 6.25 minutes.

The minimally required data for inclusion in Monthly Traffic Reports appear in Attachment N.

The Contractor will provide the VDDHH Contract Administrator, an Internet Reporting feature that provides secured on-line access to Monthly Traffic Reports and Customer Contact Summaries. The Commonwealth can employ either Netscape or Internet Explorer to retrieve the monthly data with the same level of detail as would be expected on hard copies. The Contractor will provide up to three (3) login/passwords that can be used by the VDDHH Contract Administrator or any other authorized user to gain secured access to either current or past reports, which can be printed in needed. The reports will be delivered per the schedule and criteria for minutes specified above.

**C. Annual Report**

A required Annual Report will summarize operations for the contract year with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service performance, and traffic projections for future years. The annual report will be due to the VDDHH Contract Administrator within 45 calendar days of the end of the contract year reported.

**D. Consumer Feedback Reports and Annual Log Summary of Consumer Complaints**

1. Daily Consumer Complaint reports will capture all customer feedback received at the VaRelay Center for a twenty-four hour period beginning daily at 12:00 A.M. The reports will be submitted to the VDDHH Contract Administrator in an electronic format no later than 9 A.M. of the first scheduled Commonwealth working day after the close of the reporting period. Reports will capture the nature and type of feedback, customer or call information, and any attempts, either successful or unsuccessful, to reach complaint resolution.
2. Monthly report, summarizing all feedback received, subject of each feedback item, and a description of how any complaint was or will be resolved is also required.
3. In addition to these daily and monthly detailed feedback reports, an annual narrative report and log summary will be prepared and provided to the VDDHH Contract Administrator for submission to the FCC. The deadline for the annual narrative and summary is 15 calendar days prior to the FCC published due date for the log.

- E. **Quarterly NPA/NXX Report of Virginia Relay Traffic**  
Spreadsheet and graphic/pictorial representations of VaRelay traffic by area code, local exchange lines, and unduplicated number of calls will be provided to the VDDHH Contract Administrator on a quarterly basis by the Contractor.
- F. **Monthly Disallowed Carrier-of-Choice Report**  
A monthly report of all instances where a caller's outbound carrier of choice request was not allowed is required. The report will list the name of the carrier, indicating the number of outbound call requests denied to that carrier, sorted by date. (Note that live user requests to a Relay Operator override profile carrier of choice information on a per-call basis.) In the event that a customer's carrier of choice is not currently available on the Contractor's list, the Contractor will contact the Carrier with clear instructions for inclusion on their list.
- G. **IP and VRS Relay Monthly Report**  
The Contractor will submit a monthly report on the number of internet protocol or video relay service calls processed by the Contractor, regardless of location, that terminate in Virginia.
- H. **Small Businesses, Minority and Women-owned Businesses Reporting Requirement (SWAM)**

The Contractor will submit to the VITA Contract Administrator, via e-mail. Quarterly reports are to show actual SWAM-owned business subcontract results. The report will provide a list to include the following:

1. SWAM-owned business subcontractors, the dollar value of each subcontract;
2. A description of the type of work to be performed under each subcontract; and
3. A telephone number and contact name for each subcontractor.

This information is to be provided **separately** for small businesses, minority-owned businesses and women-owned businesses.

## **VII. Meeting Requirements**

The Contractor will be required to meet in person or via video or teleconferencing equipment with VDDHH staff on a weekly basis, or as otherwise requested by the VDDHH Contract Administrator. These meetings will include participation by the VaRelay Center Accounts Manager, the Accounts Manager located at VDDHH and any provider's subcontractors or other provider personnel as required by the Department to address specific issues.

## **VIII. Contractual Terms and Conditions**

### **A. Applicable Laws and Courts**

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **B. Anti-Discrimination**

The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Contract, the Contractor agrees as follows:
  - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.



- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**C. Ethics in Public Contracting**

The Contractor certifies their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**D. Immigration Reform and Control Act of 1986**

Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**E. Debarment Status**

The Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or services covered by this Contract, nor are they an agent of any person or entity that is currently so debarred.

**F. Antitrust**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

**G. Payment**

1. To Prime Contractor:

- a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a) A Contractor awarded a Contract under this solicitation is hereby obligated:

- 1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
- 2) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- 3) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

#### **H. Modifications**

This contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

This Contract is a requirements type contract and therefore the approval of the Governor of the Commonwealth of Virginia or his authorized designee for the increase of more than twenty five percent (25%) or \$50,000.00 whichever is greater on a firm fixed price basis contract does not apply.

#### **I. Default**

In case of failure to provide services in accordance with the Contract terms and conditions, the Commonwealth, after due written notice, may procure those services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

#### **J. Taxes**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon

request, and can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**K. Drug-Free Workplace**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

**L. Nondiscrimination of Contractors**

The Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**M. Location of the Telecommunication Relay Service (TRS) Center**

The TRS center will be located in the city of Norton, VA.

**N. Insurance**

The Contractor certifies that it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that the it and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

**O. Vendors Manual**

This Contract is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at <http://www.dgs.state.va.us/dps> under "Manuals."

**P. Term**

This Agreement shall take effect on February 1, 2004 and shall continue for three (3) years. The parties, upon mutual agreement, may extend this Agreement for up to four (4) additional one year periods. The parties will enter into negotiations regarding renewal of the Agreement approximately ninety (90) days prior to the expiration of the original term or any extension thereof.

**Q. Testing and Inspection**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the requirements of the Contract.

**R. Assignment of Contract**

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency (VITA's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the procedure for any such assignment and the effective date of the assignment shall be as follows. The Contractor shall give the VITA purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. If the assignment is for payment remittance, the written notice will be on VITA's "Assignment Notice / Payment Instruction" form and will provide all information requested on that form. Copies of the form may be obtained from the VITA Supply Chain Management Office. Upon VITA's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Controller, VITA of the assignment and shall supply the Controller, with a copy of the properly executed form. Any payments made prior to receipt of such notification and form shall not be covered by this assignment.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. Supply Chain Management of VITA will promptly notify the Contractor of any assignment notice it receives

**S. Breach**

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to provide any Service within the time limits set forth in this Agreement; (b) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (c) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Services. All costs for deinstallation shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

**T. Availability of Funds**

All payment obligations under this Contract are contingent upon funds for such purposes being appropriated and legally available for expenditure. In the event on non-appropriation of funds by the Legislature or unavailability of funds for the items under this Contract, the Commonwealth will terminate this Contract for those goods or services for which funds have not been appropriated or are not legally available for expenditure, without further obligation. Written notice will be provided to the Contractor as soon as possible after legislative action is completed or it is otherwise determined that funds will not be available for purposes of satisfying payment obligations under this Contract.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate this Contract for goods or services dependent on such federal funds without further obligation.

**U. Contractual Records**

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of three years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

**V. Prime Contractor Responsibility**

If the Contractor's proposal includes any goods or services to be supplied by another party, the Contractor agrees as follows:

1. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.
2. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or services, and that such other party has agreed in writing that it has no objection thereto.

**W. Contractual Disputes**

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure, if any, authorized by Section 2.2-4365, Code of Virginia.

The Virginia Information Technologies Agency, its officers, agents and employees, are executing this Agreement, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in this Agreement and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

**X. Limitation of Liability**

To the maximum extent permitted by applicable law, the Contractor's liability under this Contract for loss or damages to the Commonwealth caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this Contract or for breach shall not exceed two (2) times the amount paid to the Contractor under this Contract during the twelve month period preceding the event or circumstance giving rise to such liability. This limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to Contractor's liability arising from: (a) personal injury or death; (b) defect or deficiency caused by intentional misconduct or reckless indifference on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to indemnification or reimbursement.



Except as stated in this provision, in no event shall either party be liable to the other party for any indirect, special or consequential damages arising out of any breach of its obligation under this Contract.

**Y. Final Actual Involvement Report**

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

FIRM NAME				
<u>ADDRESS AND</u>	<u>TYPE GOODS/</u>	<u>ACTUAL</u>	<u>PLANNED</u>	<u>% OF TOTAL</u>
<u>PHONE NUMBER</u>	<u>SERVICES</u>	<u>DOLLARS</u>	<u>DOLLARS</u>	<u>CONTRACT</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

**Z. Confidentiality of Information**

Contractor agrees to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the commonwealth's or any users' or other manufacturer, contractor or distributor whereby contractor or any contractor's personnel may gain access while engaged by the commonwealth or while on commonwealth's or user premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the commonwealth or user are strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in full force and effect and shall be binding upon the contractor, his agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of contractor following any termination. Contractor shall advise all contractor's agents, employees, successors, assigns and subcontractors which are engaged by the commonwealth of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, his agents, employees, successors, assigns and subcontractors regarding the restrictions herein.

**AA. Services Phase-Out Period**

The Contractor recognizes that the Services provided hereunder are vital to the Commonwealth and must be continued without interruption. Therefore, the Contractor shall furnish phase-out Services after the expiration of any current term for a 60 day period to allow implementation to a new Contract by the Commonwealth. The phase-out Services shall be furnished on terms and conditions and at Rates and Charges that are the same as those in effect hereunder immediately prior to such termination. Should the Commonwealth require that phase-out Services be furnished after the sixty-day period as described above, then these phase-out Services shall be furnished on a month-to-month basis at prices to be determined by the Contractor but limited to no more than a 6% increase, and furnished on all other terms and conditions as are in effect hereunder immediately prior to this phase-out period.

**BB. Registered Office Certification**

A Contractor who is a corporation, domestic or foreign stock or nonstock corporation limited liability company or registered limited liability partnership authorized to transact business in the Commonwealth must certify that they shall continuously maintain a registered office in the Commonwealth which may be the same as any of its places of business and a registered agent, who shall be a resident of the Commonwealth and either an officer or director of the corporation or a member of the Virginia State Bar, and whose business office is identical with such registered office pursuant to Title 13 of the Code of Virginia. A Contractor who is a sole proprietorship or partnership must certify that it maintains an office in the Commonwealth and name an individual who is a resident of the Commonwealth to serve as its registered agent for purposes of service of process.

Contractor's Registered Agent:  
Commonwealth Legal Services Corporation  
4701 Cox Road, Suite 301  
Glen Allen, VA 23060-6802

**CC. Price Escalation/Descalation**

The Commonwealth, in its sole option, may permit price adjustments, for requested changes in the Contractor's cost of services using the Consumer Price Index/W (CPI-W) Table 4, Services/"Other Services" category as a guide, as found on website <http://STATS.BLS.GOV/NEWS.RELEASE/CPI.T04.HTM>

Once the website is accessed, refer to the section titled; COMMODITY AND SERVICE GROUP, within this group, refer to the lines titled; SERVICES and OTHER SERVICES.

No price increase will be authorized during the initial term of the contract (3 years). Following the initial term and each twelve (12) months thereafter price increases may be authorized only where verified to the satisfaction of the Commonwealth. Price increases allowed shall not be retroactive.

Prior to the Commonwealth's option to renew the Contract, the Contractor is to give not less than thirty (30) days advance written notice of any proposed price increase to the Commonwealth. Any approved price changes will be effective only at the beginning of the renewal term. The Contractor shall document the proposed amount with the request for increase which will: 1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth; and 2) verify the amount of percentage of increase which is being passed on to or by the Contractor and why the percentage of increase is necessary to supply Telecommunication Relay services to the Commonwealth. The Contractor is further advised that decreases which affect the cost of services are required to be communicated and effective immediately to the Commonwealth.

- IX. ENTIRE AGREEMENT.** This Contract and all attachments thereto contain all the terms and conditions agreed upon by the Contractor and the Commonwealth. No oral agreements or representations shall be valid or binding upon VITA, Contract User, or the Contractor unless expressly contained herein or by a written modification to this Contract, which is not in conflict with the terms and conditions of this Contract.

Attachments of this Contract are as follows:

Attachment A: Contract Definitions  
Attachment B: General Requirements  
Attachment C: System Standards  
Attachment D: Facility Design and Access  
Attachment E: Minimum Relay Staffing Requirements  
Attachment F: Service Demand and Capacity  
Attachment G: Billing Standards / Access -Long Distance, Toll Calls & Flat Rate  
Calling Plans  
Attachment H: Service Standards  
Attachment I: Complaint Resolution and Maximum Customer Satisfaction  
Attachment J: Quality Assurance  
Attachment K: Customer Confidentiality  
Attachment L: Operator Standards  
Attachment M: Operator Training  
Attachment N: Enhanced Relay Features  
Attachment O: Sample Reports

The effective date of this Contract shall be February 1, 2004.

**IN WITNESS WHEREOF**, the Contractor and the Commonwealth have caused this Contract to be executed, on the dates shown below their respective names.

**AT&T Corporation**

Karen Gould  
Signature

Print name: Karen Gould

Title: Financial VP, AT&T Consumer Finance

Date: 2/09/04

**Commonwealth of Virginia**  
**Virginia Information Technologies Agency**

Susan Woolley  
Signature

Print name: SUSAN Woolley

Title: Director, Supply Chain Management

Date: 2-11-04

**AT&T Corporation**

Kevin Crull  
Signature

Print name: Kevin Crull

Title: VP, AT&T Consumer Marketing

Date: 2/09/04

**ATTACHMENT A**  
**To**  
**Contract VA-040201-AT&T**

**Contract Definitions**

- A. 2-Line VCO**  
The capability to allow a deaf or hard of hearing customer to speak directly to the standard phone user via the Relay and to be able to receive responses typed in text by the Relay operator. This capability is particularly effective for deaf and hard of hearing customers who are able to voice for themselves. For deaf and hard of hearing customers who are able to hear to some degree, this capability allows them to hear directly what is being said by the standard voice user while still receiving those responses in text. Two separate telephone lines are needed to use this feature. One of those two lines must have three-way calling service enabled by the local telephone company. It is this line that enables the deaf/hard of hearing customer, standard phone user, and Relay operator to be connected together (conferenced together). On this line, the Relay operator listens to the conversation only and types what the standard phone user voices. The typing that is performed by the Relay operator is done on the other telephone line that is connected to the text device being used by the deaf/HOH customer (e.g. TTY, computer). 2-Line VCO users must be able to initiate or receive a 2-Line VCO call.
- B. ANI**  
Automatic Number Identification
- C. ASL**  
American Sign Language - ASL is a visual language and does not have a written form. In addition, ASL is not to be voiced word for word in its source grammatical form. When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss. ASL gloss should never be voiced verbatim. Only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL gloss into spoken English or to type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.
- D. ASL Fluency**  
The ability to sign expressively and receptively in ASL in a fluent manner.  
Ability to converse with an ASL user, without the use of an interpreter.
- E. ASL Gloss**  
When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss.

**F. ASL Translation as Default**

All calls to Virginia Relay that are recognized as ASL calls by an operator trained to recognize ASL calls are to be translated/interpreted by a trained translator/interpreter or operator certified by Virginia Relay. Both users are to be informed that the ASL translator/interpreter is being summoned and shall have the right to refuse translation/interpretation any time during the call. Customer notes in their user preference profile can also indicate refusal.

**G. Average Speed of Answer (ASA)**

The time from when the inbound call reaches the Relay provider's switch until the time the call is delivered to an operator station. Abandoned calls are included in the calculation of ASA.

**H. Average Time of Operator Interaction**

The time from when the call reaches an operator station until the time the operator is on line and able to interact with, and accept dialing instructions from the inbound caller in the correct mode.

**I. Baud Rate**

A measure of transmission speed over an analog phone line.

**J. Baudot Code**

The code set used in TTY transmission.

**K. Blocked Call**

Any call that arrived at the Contractor's switch, but was not answered due to the customer receiving a busy signal or any call with a continuous ring and/or in queue (or any other form of holding a call that has reached the provider's network) for more than 90 seconds, while waiting for a Relay operator to be connected to the call and begin to interact with the calling party.

**L. Called Party**

The outbound leg of a Relay call. The person being called by the inbound leg or calling party.

**M. Calling Party**

The inbound leg of a Relay call. The person placing the outbound call to the called party.

**N. Call Setup**

The time period beginning when the call arrives at the Contractor's switch until an operator begins to relay the call.

**O. Call Wrap Up**

The time beginning when one party disconnects until the time both parties are disconnected.

**P. Coin Sent Paid (CSP)**

Coin Sent Paid (CSP) service is the ability to pay the charges of a call at a coin telephone and is not feasible for TRS users with current technology.

**Q. Contract Administrator (VDDHH)**

The Commonwealth's VDDHH Contract Administrator for this contract:

Clayton E. Bowen, Relay and Outreach Manager

Department for the Deaf and Hard of Hearing

1602 Rolling Hills Drive, Suite 203

Richmond, VA 23229-5012

(804) 662-9704 voice/text (804) 662-9718 fax

E-mail: [bowence@ddhh.state.va.us](mailto:bowence@ddhh.state.va.us)

However, VDDHH may change the Contract Administrator at any time by written notice to the Contractor.

Contract Management of this Contract will be handled by:

Virginia Information Technologies Agency

Supply Chain Management

Network/Telecommunications Category Team

110 S. 7<sup>th</sup> Street, Suite L100

Richmond, VA 23219

(804) 371-5991 or (804) 371-5992

**R. Contractor**

Contractor is defined as the industry partner who becomes the successful Offeror and is awarded the Contract.

**S. Conversation Minutes**

Time when the operator is on the line with both the inbound and outbound callers and is ready to begin processing the call, until either the inbound or outbound caller disconnects the call.

**T. CPU**

Central Processing Unit

**U. Department**

The Virginia Department for the Deaf and Hard of Hearing

**V. Emergency Situation**

When an event such as flood, major snowstorm, etc., or major catastrophe such as extended power outage, etc., has rendered the Relay Center totally inoperable, or inaccessible to employees.

**W. FCC**

Federal Communications Commission

- X. FCC TRS Order**  
Refers to, FCC 00-56, CC Docket 98-67 - Report and Order and Further Notice of Proposed Rule Making, Adopted: February 17, 2000, Released: March 6, 2000 Or subsequent FCC Notice.
- Y. Fluent**  
Ability to write and speak easily, smoothly and expressively.
- Z. Functionally Equivalent Products, Features, and Services**  
The functionality of accessing a product, feature or service via Relay will not require any additional steps preceding, during, or proceeding the use of the product or service than would be required on a direct call from the same number.
- AA. Functionally Equivalent TRS**  
Performance in a TRS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS for effective telecommunications. Functionally equivalent communications must ensure efficient telephone calls that include equal: cost to consumers, call blockages no different than experienced by voice-to-voice non TRS callers, allowing choice of carriers for all types of long distance and toll calls, real-time communications in transmission and reception of text and speech, using advanced and efficient technology, as it becomes technically feasible.
- BB. Functionally Similar**  
A process similar to, but not exactly the same as the original process that is being manipulated. In the case of a Functionally Similar product, the similarities and differences are to be described in detail.
- CC. Inbound call**  
The call placed by the party initiating the call into the Relay Center. Also known as the calling party.
- DD. Internet Protocol Relay**  
Text to voice Relay. Text is typed on a computer accessing the Internet to contact a Relay operator who then places an outbound landline call to the called party.
- EE. IXC**  
Inter-exchange carrier
- FF. IVR**  
Interactive Voice Response



- GG. ITU**  
International Telecommunications Union is a worldwide telecommunications standards-setting body.
- HH. Key Personnel**  
Management level positions at the Relay Center to include, but not limited to; Operations/Location Manager, Human Resources Manager and Trainer.
- II. LEC**  
Local Exchange Carrier
- JJ. Local Time**  
Time in the Eastern Time Zone as observed by the Commonwealth.
- KK. NPA/NXX**  
The first six digits of a North American telephone number, the area code and exchange.
- LL. Offeror**  
Defined for purpose of this Contract, is any officer, agent, employee or owner of any firm, corporation, company or partnership, limited liability company or sole proprietorship who submitted a proposal in response to RFP 2003-030.
- MM. Contractor's Contract Administrator**  
Person in the Contractor's business with the authority and knowledge to resolve customer complaints that are not technical in nature.
- NN. Operations**  
The Contractor's division or department that has responsibility for the technical operation and processing of calls at the Relay Center to include; but not limited to; operators and supervisors.
- OO. Outbound call**  
The call placed from the Relay Center to the party being called by the inbound caller. Also known as the called party.
- PP. P.01**  
The standard upon which blockage is measured. One call in one hundred can be blocked, so the system is designed to meet this criterion.
- QQ. PDA**  
Personal Digital Assistant
- RR. POC**  
Point of Contact

- SS. PSE**  
Varieties of signing used by deaf and hearing people who combine certain elements of both ASL and English.
- TT. Procurement Engineer**  
Refers to Teresa M. Hudgins, CPPB, VCO as identified herein, or any successor named by VITA.
- UU. PSAP**  
Public Safety Answering Point
- VV. Regionally Directed Toll Free Number**  
An outbound line that receives an inbound ANI and directs the call to a specific location.
- WW. Request for Proposals**  
The entire contents of this solicitation document, which is entitled: Standard Telecommunications Relay Service (TRS), and any addenda thereto.
- XX. RID**  
Registry of Interpreters for the Deaf
- YY. Session Minute**  
The period that includes the time the operator is dedicated to the call until the time the operator is disconnected from both parties. This period shall include the set-up and wrap-up time of the call.
- ZZ. SS7**  
Common Carrier Signaling System 7 – SS7 is capable of accommodating both high-speed digital networks and low-speed analog facilities. It operates at 64 kbps and can support variable message lengths up to 2,176 (272 octets) of information per page.
- AAA. STS (Speech-to-Speech)**  
Speech-to-Speech provides an operator to voice clearly for customers with speech that is not easily understood over the phone.
- BBB. Standard Phone**  
Telephonic device used in standard voice to voice calls that do not require additional equipment or accommodation.
- CCC. Supervisor**  
Person designated by the Contractor to supervise operators or other personnel at the Relay Center.

**DDD. Translation/Interpretation**

Voice ASL gloss into spoken English or type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.

**EEE. TRS**

Telecommunications Relay Service

**FFF. TTY**

Refers to teletypewriter (TTY), Time Division Duplex (TDD), or any Text device used for telephone communication.

**GGG. Verbatim Non-ASL Call**

The relaying of a call that includes all information typed or spoken to the other party without eliminating, re-phrasing, or paraphrasing that information.

**HHH. Verbatim ASL Call**

The verbatim interpretation of a call involving the two languages, ASL and English done by a trained, qualified person. As stated above, only a person fluent in both languages (English and ASL) and interpretation has the skill level to voice ASL gloss into spoken English or to type spoken English back to an ASL user, in an English structure matching the register of the ASL gloss.

**III. VITA**

Virginia Information Technologies Agency (formerly Virginia Department of Information Technology)

**JJJ. VRAC**

Virginia Relay Advisory Council is a VDDHH consumer-based council that provides feedback and recommendations on education and promotion of the relay service as well as offering suggestions for new technologies or service quality improvements.

**KKK. Virginia Relay Call**

An inbound call initiated by a Virginia resident, or outbound to a Virginia resident, by accessing any of the Virginia toll free or access numbers, regardless of the Relay Center that actually processes that call.

**ATTACHMENT B**  
**To**  
**Contract VA-040201-AT&T**

**General Requirements**

The Contractor will provide an unrestricted, 24 hours/day, 7 days/week Telecommunications Relay Service that enables the Commonwealth's approximately 600,000 communicatively disabled individuals to access the switched public telephone network for communications to and from all other persons in the Commonwealth, the nation, and the world. In addition to three-digit, 7-1-1 dialing, the existing Commonwealth owned, nationwide toll-free numbers shall be used. All current toll free numbers and any additional future toll free numbers will remain the property of the Commonwealth of Virginia. The Contractor will meet all minimum standards and regulations relating to TRS found in the FCC TRS Order. Where there is a difference between the standard of the FCC TRS Order and the standard of a requirement of this Contract, the stricter standard of the two shall prevail relative only to that portion of the standard that differs.

- 1) The Contractor will establish and operate the Telecommunications Relay Service in compliance with Contract specifications. The establishment of this service will include the provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of the Relay Center.
- 2) The Contractor is to ensure compliance with the primary purpose of the VaRelay Center, which is to provide a path for telephone communication between standard phone users and TTY users. The standard phone user communicates with the Relay operator by voice. The operator simultaneously Relays the conversation verbatim (including background information and voice tone descriptive words) to the TTY user by typing on a TTY/computer keyboard. The operator then reads the response from the TTY user, which appears on the screen of their TTY/computer, and voices it to the standard phone user.
- 3) The Contractor will process, on a daily basis, 100% of the Virginia Relay traffic in the Norton Center. Exceptions are Spanish language relay calls, Video Relay calls, enhanced VCO calls using voice recognition technology for captioning (CAPTEL), or other new types of calls if required in future contract modifications.
- 4) The Contractor will locate the Virginia Relay Center within the limits of the City of Norton and will employ no less than 105 full-time

Communications Assistants during the entire contract period as required by the 2003 Virginia Acts of Assembly, Chapter 1042, item 304 A. under authority of Title 63.1, Chapter 5.1, *Code of Virginia*. Management level positions are not included in this total.

- 5) The Contractor will provide the most cost effective access to the VaRelay Center for calls that originate or terminate in Virginia. All toll calls will be billed to a Virginia telephone number, a qualified calling/debit card, or the customer's carrier of choice if that carrier is available on the platform.
- 6) The Contractor will provide and assure adequate personnel and infrastructure to provide a functionally equivalent TRS as defined in Section AA of Attachment A, entitled "Contract Definitions".
- 7) The Contractor will develop announcements for all of the various explanations of service for each call type provided to Relay users. All call announcements and explanations of service will be approved by the VDDHH Contract Administrator.

The following list provides a partial but representative sample of the call announcements and explanation phrases.

- STANDARD RELAY CALL ANNOUNCEMENT:  
"This is Virginia Relay (VaRelay) Operator XXXX with a call for you."
- STANDARD RELAY CALL EXPLANATION:  
"The caller is using VaRelay to contact you. I'll be voicing what they type and I'll be typing what you say and anything else I hear."  
  
Additional explanation if required: "The person may have a hearing or speech loss."
- VOICE CARRY-OVER EXPLANATION:  
"The caller is using VaRelay to contact you. You will hear their voice. I'll be typing to them what you say and anything else I hear."
- HEARING CARRY-OVER EXPLANATION:  
"The caller is using VaRelay to contact you. The caller will hear your conversation but you will hear my voice as I speak their conversation."

- VCO TO TEXT (VTT) EXPLANATION:  
“The caller is a VCO user however this call will appear as a normal relay call for you.”
- HEARING-TO-HEARING EXPLANATION:  
“The person calling you is another HCO user, however this will appear as a normal HCO call for you.”
- SPEECH-TO-SPEECH (STS) EXPLANATION:  
If STS caller has requested the operator to repeat all conversation:  
“The caller has a speech disability, but will speak directly to you. I will repeat all of their conversation to you. The caller will hear your conversation. Please say, ‘go ahead’ when you are finished speaking. The caller will begin speaking now.”  
  
If STS caller has requested operator to repeat only conversation not understood: “The caller has a speech disability, but will speak directly to you. You may request me to repeat any conversation you do not understand. Please say ‘go ahead’ when you are finished speaking. The caller will begin speaking now.”

- 8) The Contractor will ensure that the VaRelay Center has the capability to process the following call types in a manner that allows users of each call type to initiate or receive a call using their preferred call type mode. All dedicated lines for specific types are to be answered first in that call type while having the ability to switch to any other call type when needed by the inbound caller. All of the following call types will be reimbursed on a standard session minute basis:
- a. TTY to Standard Phone
  - b. Standard Phone to TTY
  - c. Voice Carryover (VCO) - The capability to allow a customer, who is unable to hear on the phone, but has voice capabilities, to speak directly to a standard phone user via the Relay. The operator will type the standard phone user conversation to the VCO user.
  - d. 2-Line VCO - The capability to allow a deaf or hard of hearing customer to speak directly to the standard phone user via the Relay and be able to receive responses typed in text by the Relay operator using two customer lines and a three-way calling feature.
  - e. 2-Line Hearing Carryover (HCO) - The capability to allow a speech-disabled customer to listen directly to a standard phone user via the Relay. The operator will voice the HCO users conversation as it is typed using two customer lines and a three-way calling feature.

- f. VCO to VCO - The capability to allow a VCO user to communicate with another VCO user via the Relay. The operator will type the spoken words of each VCO user.
- g. HCO to HCO - The capability to allow an HCO user to communicate with another HCO user via the Relay. The operator will voice the typed words of each HCO user.
- h. VCO to HCO - The capability to allow a VCO user to talk to an HCO user via the Relay. The HCO user will hear the VCO user's voice and the VCO user will see the HCO user's typed conversation.
- i. HCO to TTY - The capability to allow an HCO and TTY user to communicate via the Relay. The operator will voice the TTY user's conversation to the HCO user. The TTY user will see the HCO user's typed conversation.
- j. VCO to TTY - The capability to allow a VCO user and TTY user to communicate via Relay. The operator will type the VCO user's words to the TTY user and the TTY user will type to the VCO user.
- k. TTY to TTY with Voice Intercept – The capability to allow a TTY user to connect to another TTY user via the Relay if that connection requires a non-CA voice party to complete the call. Examples include but are not limited to; prepaid calling cards with voice prompts and hospital or hotel switchboards.
- l. Speech-to-Speech (STS)
  - i. The Contractor will enable an operator to voice clearly for customers with speech that is not easily understood over the phone, when these customers want to communicate without the use of a TTY. All of the guidelines in the FCC Report and Order and Further Notice of Proposed Rulemaking Adopted February 17, 2000, CC Docket No. 98-67, and the Second Report and Order, Order on Reconsideration, and Notice of Proposed Rulemaking, adopted June 17, 2003, CC Docket No. 98-67 and CG Docket No. 03-123 shall be followed or future FCC direction.
  - ii. The Contractor may provide STS features in excess of the above-cited FCC requirements with the approval of the VDDHH Contract Administrator.
  - iii. All Speech-to-Speech calls will be handled within the VaRelay Center except during periods of Service Recovery. STS will be available by dialing 7-1-1.
  - iv. STS users will be able to communicate with any and all Relay users to include but not be limited to, VCO, HCO, TTY, 2-Line VCO, or standard phone users.
  - v. The Contractor will provide within 30 days after of contract award, two (2) copies of additional training materials,

- manuals, and requirements provided to STS operators to the VDDHH Contract Administrator. All updates to these documents will be submitted to the VDDHH Contract Administrator at the time they are incorporated into the Contractor's operator/training materials.
- vi. The Contractor will test the hearing of operators to assure that they are competent to understand people with a variety of speech disabilities. Each STS operator must score 92% or higher in each ear using a 50 word, W-22 or NU6 speech recognition test. Each STS operator must measure hearing acuity of 20dB or less in each ear using a pure tone test. The audiologist will be a State licensed professional audiologist or be certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A.)
  - vii. The Contractor will ensure that STS users are able to choose, on a call-by-call basis, whether or not the other party will be allowed to hear the speech disabled person's voice.
- 9) The Contractor will provide Spanish to Spanish Relay Services. The Spanish Relay Services may be handled at a location other than the VaRelay Center. All relay operators who support Spanish Relay are required by the Contractor to successfully pass a Spanish proficiency assessment, as well as meeting all the minimum relay operator requirements. The relay operators then complete a specialized training program for Spanish relay call handling, which includes but is not limited to:
- Deafness and hearing loss in Hispanic community
  - Acceptable Spanish abbreviations
  - Spanish TTY etiquette
  - History of Spanish Relay service
- 10) Operator Services - The Contractor will provide standard operator services consistent with those provided to standard phone users, including directory assistance, via the Relay. Relay users will be connected to any directory assistance bureau requested. Local directory assistance calls will be billed by the LEC and long distance directory assistance calls will be billed by AT&T at the same rate as non-relay calls.
- 11) The Contractor will ensure that all Relay call types have the ability to communicate with each other via Relay.
- 12) The Contractor must ensure that when the customer calls on Non-7-1-1 access numbers into the VaRelay Center, he/she may ask for permanent call type identification such as a TTY, Voice, VCO, 2-Line VCO, HCO,



or ASCII. Upon request of permanent call type identification, a User Preference Database record will be created or updated for the user to ensure that their calls are automatically answered in that mode for phone systems compatible with this feature. Upon request, personnel at the VaRelay Center will offer to connect the caller to a customer service number where he/she may create or update his/her user preference database record. Callers who are not able to remain on the line for a connection to the customer service representative will be offered a “callback”. When appropriate, customers may also be referred to the automated Relay Choice Profile available on the VaRelay website at <http://www.varelay.org>.

- 13) The Contractor will provide a “Relay Choice Profile” (RCP) permanent call type identification, which is tied to the caller’s ANI and is password protected. RCP allows customers to identify a call preference that is automatically activated each time the customer places or received a relay call.

RCP customers can create or update their profile information either by phone, mail or online at <http://www.varelay.org> or [www.att.com/relay](http://www.att.com/relay). A completed RCP request will take 24 – 48 hours for activation in all AT&T relay centers, which ensures that the customer’s preferences will be attended even in the event that the VaRelay Center has a service/disaster recovery and its traffic is routed to other centers. (User Preference Database is the property of the Department).

The Contractor will provide, as stated in the FCC TRS Order, I.C.3.82, “...that TRS customer profile data be transferred from an outgoing TRS vendor to the incoming TRS vendor. Such data must be transferred in usable form at least 60 days prior to the provider’s last day of service, in order to ensure minimum disruptions to customer calls.” The information shall be transferred in an ASCII delimited format or other State acceptable format.

- 14) Outreach and Advertising
  - a. The Contractor will submit \$210,000.00 for outreach and advertising to be spent on technical education and professional advertising/public relations activities to the current VDDHH Outreach and Marketing Contractor by March 1, 2004. The Contractor will submit \$40,000.00 to the VDDHH Contract Administrator. The Department, in cooperation with the Virginia Relay Advisory Council and the Contractor, will approve and directly administer this program.
  - b. The Contractor will ensure that the associated account manager(s) have sufficient equipment and all other resources including financial, necessary to participate in advertising and outreach as

directed by the VDDHH Contract Administrator. This is to include, but is not limited to, audio-visual equipment, interpreters, travel budget, etc. needed to accomplish this goal. This is exclusive of the amounts listed in the paragraph above and is to be over and above the standard allowances for the provider's company travel, budgets, etc.

- c. All outreach and marketing materials, both visual and verbal will refer to the Virginia Relay, not to the provider's company name.
- d. This expense is not a separate recoverable cost and is included in the contracted price.
- e. The Contractor will include information regarding customer access to alternative long-distance carriers, via Virginia Relay in the appropriate outreach materials.

15) ACCESS TO VIRGINIA RELAY (VaRelay) CENTER

- a. The Department designee(s) will be given any access codes, security badges, etc. necessary for unimpeded access to any and all parts of the VaRelay Center.
- b. The Contractor will make the VaRelay Center's meeting/conference room available for VDDHH Relay-related activities with cooperation and pre-approval of the Center Manager. VDDHH will provide a list of individuals scheduled to attend such activities at the time the approval is requested.

**ATTACHMENT C**  
**To**  
**Contract VA-040201-AT&T**

**System Standards**

1. The Contractor will have a call registration method to accurately determine and record the call type for all inbound calls.

Inbound call types may be identified by several methods:

- The customer may call in on a designated 800 number for the call type, eg. A designated number for deaf/blind or VCO users, in which case the call type is automatically identified by the relay platform.
- The caller may be identified by his/her Relay Choice Profile preference, in which case the call type is again automatically identified by the relay platform.
- The caller may self-identify to the Relay Operator, who will enter the call type into the system manually. In addition, the Relay Operator is always able to manually switch to any call type a customer requests, regardless of any automated identification.

In all cases above, a call detail record (CDR) will be generated by the Contractor that records the call type for all inbound calls.

2. Equipment, Software, Facilities, and Transmission Circuits
  - a. Performance Standards - The Contractor's transmission circuits for Standard Telecommunication Relay will meet or exceed FCC and Inter-exchange Carrier performance standards. The circuits will be able to carry/provide the optional services offered by the inbound callers ILEC/CLEC, (example: Caller ID) in a functionally equivalent manner. The Relay user will not be required to perform any additional steps or interaction to invoke the optional service if he/she has already paid for the optional service, offered by the local phone company, on the phone line being used to dial into the VaRelay Center. Any operator service offered must be technically equivalent and may not be simulated to mimic the local phone company optional service.
  - b. Startup Equipment and Software - The Contractor's transmission circuits will meet or exceed FCC Inter-exchange performance standards for circuit loss and noise. Telecommunications equipment, including station terminals, will be capable of receiving and transmitting in both Baudot and ASCII codes, with Baudot as

the primary setting. The Contractor will also provide methods of accessing, and being accessed by, computers up to at least 2400 Baud.

The VaRelay Center's network and facilities currently meet all the following measures and standards for transmission characteristics:

- American National Standards Institute/Electronic Industries Association (ANSI/EIA) PBX standard TIA/EIA – 464B
- American National Standards Institute/Network Performance Switched Exchange Access Network Transmission Specifications (ANSI T1.506-1997)
- ANSI T1.508-1998 Revision, redesignation and consolidation of ANSI T1.508-1992 and ANSI T1.508a-1993 << American National Standards for Telecommunications Loss Plan for Evolving Digital Networks Secretariat Alliance for Telecommunications Industry>>

- c. The Contractor's terminals, keyboards, and modems will be compatible with TTY devices in service and will receive (or access), and handle TTY calls at any Baud rate currently in use. These devices must also receive, access, and communicate with computers at any speed currently in use.
- d. The Contractor's technical support staff will consistently review and adjust outbound volume to provide that no portion of the message, either text or voice, results in distortion.

The Contractor will continue to work with VaRelay customers on a case by case basis to provide assistive devices as needed to deliver volume control that meets user needs.

- e. The Contractor will have modems that are auto-answer and auto-switchable at all speeds, which means the Contractor is able to change a TTY user's communications mode from ASCII or TurboCode™ to Baudot upon customer request automatically.
- f. The Contractor will provide equipment that incorporates the latest technology and support equivalency to all standard phone services. These services include Automatic Number Identification (ANI), true Caller ID, call forwarding, speed dialing, and other service enhancements which increase the functional equivalency of the Relay Service for all calls, both carried on the provider's network or sent out to inter-exchange carrier (IXC) networks.

Such provisions include access and application of Signaling System 7 (SS7) technology. SS7 enables transfer of calls in full compliance with 47CFR §64.1600 of the FCC's Rules for functional equivalence. The Contractor will comply with all requirements in the Second Report and Order, Order on Reconsideration, and Notice of Proposed Rule Making, adopted June 17, 2003, CC Docket No. 98-67 and CG Docket No. 03-123 or future FCC direction.

- g. The Contractor will provide the required recorded announcements as appropriate that are provided if a system failure occurs within the Relay switch or on outbound circuits in both voice and text. The Contractor will, at the direction of the VDDHH Contract Administrator, add temporary messages to inform users of delays in obtaining service due to events such as, inclement weather, switch malfunction, natural disaster, civil disturbances, or other events sufficient to impede the delivery of service to Virginia Relay users. Messages will be provided in both voice and text.
- h. Telecommunication Relay Service Technology Upgrades – Contractor validates that they have in-house technical and engineering teams, which are dedicated exclusively to research and development for relay services and has made substantial contributions to the relay industry over the years. As the Contractor's Research and Development team is working on a number of new features to enhance the performance and efficiency of both their state-of-the-art relay platform and Internet Relay service, the Contractor will keep the Commonwealth apprised of developments of new features.
- i. The Contractor will ensure that Relay users will be able to access regionally directed toll free numbers. For customers accessing the relay service via 711, the call will be handled through the in-state VaRelay Center located in Norton, which will reflect a Virginia ANI and automatically route the call to the correct service provider (i.e. AAA).

Customers who access VaRelay via its toll free numbers will still have their call routed to the appropriate provider since the platform allows the Relay Operator to route the call using the caller's ANI.

- j. The Contractor will ensure that regionally restricted toll free numbers will be accessible through their system. The Contractor's platform design enables the completion of restricted toll free number dialing without the need for rerouting to a remote center. There will be, however, instances in which a Virginia call will be

processed by a remote center, eg. Virginia Spanish Relay calls handled through their Baltimore, MD Relay Center. In this and similar cases, the remote Relay Operator will be able to connect the caller to a restricted toll free number as required.

- k. The Contractor ensures that in-bound international relay calls terminating in Virginia will be accepted and handled by the VaRelay (Norton) Center. International inbound calls to a Virginia number will be provided through a standard ten-digit number. The relay caller abroad will incur any charges assessed by the carrier in the region from which the customer is calling.

- l. Service Reliability

- i. The Contractor's Switching System has a duplicate common controller to ensure uninterruptible service and that no calls are dropped due to technical failures.

The system also has a fault detection system that monitors errors and prevents system crashes. The central processing unit, maintenance functions, system memory and common control power supplies are duplicated. This allows the Contractor to conduct preventative maintenance while the system is "live". The system also initiates a trouble call to an AT&T traffic and maintenance center equipped to resolve problems remotely. If the problem cannot be resolved remotely, a technician is immediately dispatched to the center, where a full inventory of spare and critical components is available. Additionally, the relay software has an Automatic Emergency Transfer feature; in the unlikely event that a workstation experiences a problem, this feature automatically transfers the relay call from the failing workstation to a fully functional station without interruption of the call.

- ii. Disaster Recovery Plan and Escalation – The Contractor recognizes that planning is key to preparedness. The Contractor reviews their plan and escalation processes every six months to ensure that all potential interruptions of service are addressed. The plan includes employee protection and maintenance of external links of communication as well as internal operations.
    - iii. The Contractor's Plan for Specific Disasters includes the maintaining an in-house technical support team that is available 24 hours a day, 365 days a year. In addition the Contractor created, owns and supports their relay platform with no subcontracting or off the shelf software.

The Contractor's strategy to provide uninterrupted relay service for Virginia is to categorize and address all potential disasters according to one of three causes: network interruption, power interruption and call center isolation, as reviewed below.

a) Network Interruption

The Contractor's Network Disaster Recovery plan has three goals:

- to route noninvolved telecommunications traffic around an affected area.
- to give the affected area communications access to the rest of the world.
- to recover communications service to a normal condition as quickly as possible through restoration and repair.

b) Power Interruption

The Contractor, whenever possible, supplies the relay center with electrical power from two separate electric company sub-stations. In addition to redundant power sources, each center is equipped with an on-site generator capable of supplying all of the electrical needs for the center, including all emergency lighting and safety equipment, in the unlikely event that both power sources become inoperable. The generator is exercised regularly to ensure functionality and the fuel source will be measured monthly. There will be sufficient fuel stored on-site to provide in excess of 24 hours of continuous operation of the generator before refueling is necessary.

During those instances that electrical power is lost to the VaRelay Center, all of the critical equipment including the switch, back-office equipment, modems, operator positions, HVAC, lights and security equipment is automatically switched from commercial electrical power to UPS supplied power. The VaRelay Center is equipped with sufficient UPS units to provide electricity until the generator reaches full output capacity, generally less than one (1) minute.

c) Call Center Isolation

The Contractor has implemented the AT&T Resource Manager (ARM™), an Intelligent Call Routing System. ARM™ is a software-based processing application offering call-by-call routing to geographically distributed call centers. This system utilizes real-time call handling and relay operator status data in routing every call.

ARM™ has a 7-day, 24-hour support center that automatically detects a failure and takes the necessary steps to rectify the situation. In addition to the automatic call distribution designed into ARM™ to circumvent an isolated call center, AT&T has deployed a fully redundant ARM™ in a second location to ensure that if a disaster were to render the primary ARM™ inoperable the backup ARM™ would continue to manage the call flow and route VaRelay to any of the seven (7) inter-connected, geographically dispersed AT&T Relay centers without interruption.

- iv. The Contractor will notify the VDDHH Contract Administrator by telephone or pager within 15 minutes of any disaster or event that impedes, to any degree, access to the Virginia Relay or processing of Virginia Relay calls.
- v. The Contractor will, following mutually agreed to notice, conduct at least one unscheduled and complete evacuation of the Norton facility. At the time of the evacuation, all relay VaRelay personnel will leave the building. Every attempt will be made to transfer calls in progress to a Relay Operator at an alternate relay facility. Incoming calls will immediately be routed to an alternate relay facility. Every attempt will be made to give notification of evacuation and instruction to calls in queue to redial their call. The Commonwealth will at that time verify what happens to VaRelay traffic when the center is unattended.
- vi. The Contractor will provide a written report which explains how and when the aforementioned situations occurred, what was required to correct it, and the time and date when the Virginia Relay resumed full operation is to be provided to the VDDHH Contract Administrator. The report is to be given to the Contract Administrator within three (3) calendar days of resumption of operation.
- m. The Contractor's system will have automatic spell check and auto-correction.



- n. Relay operators will type all spoken words in full, unless the TTY user indicates a preference for a particular abbreviation in his/her own text messages.
  - o. Within 30 days after contract award, the Contractor will provide to the VDDHH Contract Administrator, a complete, detailed list of all macros used or planned to be used. For the duration of this contract, all modifications to this list will be given to the VDDHH Contract Administrator at least one week before implementation.
- 3) Coin Sent Paid - Telephone Industry Proposed Plan: On March 16, 2001, the FCC issued its Second Further Notice of Proposed Rule Making, FCC-01-89, concerning payphone requirements, which continues the suspension of coin sent paid but requires that TRS providers accept alternative billing arrangements (credit card, etc) from payphones. The Federal Communications Commission eliminated the coin sent-paid requirement and encourages specific outreach and education programs to inform TRS users of their options when placing calls from payphones in a Fifth Report and Order Adopted 09/27/2002.

The Contractor currently complies with all FCC requirements regarding the handling of coin sent paid relay calls, including acceptance of alternative billing arrangements. The efforts to inform relay users about their option include information printed in relay brochures and on the AT&T national relay website. The customer service team also responds to all inquiries from customers on this topic for customer awareness and clarity.

- a. The Contractor will not charge a caller for a local call from a pay telephone who dialed the regular VaRelay number. Once the VaRelay Center is reached, the caller will give the operator the number to call and the call will be completed at no cost to the caller.
- b. Calls to the VaRelay Center from pay phones for toll or long distance calls may be placed via calling/commercial credit/prepaid cards, collect and auto collect. The Contractor will also accept non-proprietary Virginia LEC calling cards for billings and other IXC calling cards for billing via the Carrier of Choice platform. The TRS caller will give the operator both the number to call and his/her calling card number or pre-paid card number, etc. The operator will verify the number and connect the call. The operator will ask for the dialing instructions, which are listed, on the prepaid card and will tell the user the amount of minutes/units left on the card. The call is then connected, and the Relay call begins.

- i. During the term of the contract, if there are pre-paid cards that the Contractor does not accept, a list of all restricted pre-paid cards will be submitted to the VDDHH Contract Administrator.
  - ii. The Contractor, at the request of the VDDHH Contract Administrator will provide written justification for excluding a prepaid, debit, or other phone card that they include on their list of unacceptable cards.
  - iii. In the event that the Contractor's explanation is not acceptable to the VDDHH Contract Administrator, the Contractor will be required to accept the card.
  - iv. The Contractor will submit within 15 days of contract award a list of all acceptable debit cards. The Contractor will provide an updated version of both the acceptable and unacceptable card lists quarterly to the VDDHH Contract Administrator.
- 4) The Contractor will provide callers with access to local and long distance directory assistance. Local directory assistance calls will be billed to end users by the local company (LEC) servicing the end user directly. Long distance directory assistance calls will be billed by AT&T at the same rate as non-relay calls.
- 5) Automatic Number Identification (ANI) technology will be utilized. When the relay call reaches the Relay Operator's workstation, the caller's ANI is automatically recorded on the Call Detail record within the system. In the remote instance ANI is not provided by the LEC on an incoming call, the Relay Operator will request the caller's number before the call is processed and explain why the information is being requested.
- 6) Access to Carrier of Choice –
  - a. The Contractor will provide access to the customer's choice of Inter-LATA (interstate) and Intra-LATA (intrastate) carriers though the Relay Service to the same extent such access is provided to standard telephone users in Virginia.

**The Contractor is to submit their Carrier of Choice listing to the VDDHH Contract Administrator with 15 days of contract award and annually thereafter, for FCC certification purposes, unless there is an issue with the list.**

- i. The Contractor has established methods to provide access to the caller's requested carrier. Virginia relay customers can designate their preferred carrier via a Relay Choice Profile, thereby automatically communicating this selection to the Relay Operator at the start of their call or they may directly request through the Relay Operator. Direct request for a carrier

of choice is to override the information in the Relay Choice Profile for the initial outbound call and consecutive outbound calls made in accordance with the inbound call. Carrier of Choice will not apply to outbound IP Relay calls unless there are new rules regarding IP issued by the FCC in the future.

- ii. The Contractor has or will contact all known IXC carriers operating in the Commonwealth via letter to encourage and promote participation in the Carrier of Choice Platform.
- b. The FCC TRS Order requires carriers to be accessible to Telecommunications Relay Service.
  - i. As stated in 6.a.i. above; the Contractor will contact via letter all known IXC carriers operating in the Commonwealth to encourage connection to the Carrier of Choice Program. The Contractor will work with VDDHH to identify all IXC carriers in the Commonwealth.
  - ii. Reporting Carriers Contacted - The Contractor will provide the following two reports to the VDDHH Contract Administrator, by March 1, 2004:
    - 1) List of all carriers contacted, the Point of Contact (POC) for the carrier, and the status of the carrier's availability/accessibility via Virginia Relay on a quarterly basis.
    - 2) A separate report is to indicate the carriers who refuse to comply along with a POC, which will be forwarded by the Department to the State Corporation Commission (SCC) and the FCC for facility-based carriers or non facility-based carriers.
- 7) 900 or Any "Pay-Per-Call" Access - The Contractor will provide the ability for text users to make outbound relay calls to "pay-per-call" services in their mode of choice.
- 8) 7-1-1 Calls – The Contractor will have all calls to 7-1-1 routed to the VaRelay Center except for Spanish call types.
  - a. The Interactive Voice Response (IVR) System will allow identification of Voice and TTY calls as early in the call setup process as possible allowing the most control to the user. The IVR will provide a voice message (e.g. "For relay press one") for the standard voice users. By responding to this initial message, the IVR will acknowledge that the user is a voice user and provide the appropriate IVR message that will allow him/her to control the flow of the relay call. This call control will include the ability to provide and enter the outbound number.

For non-voice users, by not responding to the initial voice prompt, they will receive an Interactive Data Response (IDR) system in ASCII, TurboCode® or Baudot protocol. The IDR is similar to the IVR in that the user will maintain control over the call setup and can provide the outbound number as well as specific call setup instructions to the relay operator.

- b. The Contractor will answer calls in the order in which they enter the system. There is to be no pre-determined answer sequence based on ANI, whether permanent or temporary, placed on the inbound line.
  - c. The Contractor will have User Preference Database information available to the relay operator at the time of connection with the inbound caller.
  - d. The Contractor may continue the use of their Interactive Voice Response (IVR) which has the approval of the Department. The IVR must remain consistent with current FCC answer rate standards. The current IVR supports answer metrics for 711 calls at parity with calls accessed through the traditional ten digit number.
  - e. Contractor should make every effort to provide a CAPTEL connection from the 7-1-1 answer method. As the Contractor is in “Good Faith” discussions with a leading service provider to supply the connection to CAPTEL, it is the intent of the Contractor and the Commonwealth to negotiate a definitive description and price for the outsourced service predicated on the service being in full compliance with FCC requirements (FCC Declaratory Ruling item 35, released August 1, 2003). The ability to connect to CAPTEL will be negotiated and modified into this contract during a subsequent renewal.
- 9) FCC Regulations - All current standards and regulations and any future standards implemented by the FCC relating to TRS adopted by the FCC or regulations codified by FCC are hereby incorporated by reference, as minimum standards required in the context of this Contract, whether or not said standards are specifically mentioned, named, or referred to in this Contract. The Commonwealth may negotiate with the Contractor in the event of FCC mandated changes in the provision of Relay services, which require an increase in price.

**ATTACHMENT D**  
**To**  
**Contract VA-040201-AT&T**

**Facility Design & Access**

- 1) Workspace Accommodations for Call Privacy and Confidentiality - The Contractor will ensure that the equipment and structural accommodations made to the operator workspace will ensure the total confidentiality of Relay user's calls, and prevent the Relay users on one call from overhearing a Relay operator processing another call. Such incidents will be considered a breach of confidentiality on the part of the Relay provider. The Contractor's design currently at the VaRelay Center demonstrates the effort undertaken to protect customer privacy. Relay Operator workstations are paired, with an acoustic wall separating the workstations for noise abatement. In the unlikely event customers communicate concerns regarding noise, lack of privacy or breach of confidentiality for calls, the Contractor will make workstation modifications to ensure sound and noise transfer does not occur again.

**ATTACHMENT E**  
**To**  
**Contract VA-040201-AT&T**

**Minimum Relay Staffing Requirements**

- 1) A minimum of 105 full-time Relay Operators are to be employed at the VaRelay Center at all times during the length of the contract period(s). The positions described in Items 2., 3., and 4. below are not be considered in this count.
- 2) The Contractor will supply, at a minimum:
  - a. Two full time Account Managers
    - i. Both account managers will have the ability to sign fluently to ensure full understanding and communication with deaf users, and possess an understanding of the issues relevant to TTY, hard of hearing, and senior citizen users.
    - ii. Account managers will have full access to communication while working for Virginia Relay.
    - iii. Both account managers will have the responsibility of working with the VDDHH Contract Administrator on all contract compliance issues and acting as points of contact (POC) between the VDDHH Contract Administrator and the Contractor.
    - iv. One account manager will serve as the VaRelay Center/location manager to interact with center staff and the Department to ensure proper staffing, processing of calls, contract compliance, technical requirements and daily operations of the VaRelay Center. This position is located at the Norton center.
    - v. The second account manager will work closely with, and under the direction of, the aforementioned VaRelay Center Manager and the VDDHH Contract Administrator to ensure accurate flow of information between the Virginia Relay, VDDHH, relay users, and the general public. This position will have an in-depth knowledge of the Contract requirements and will develop and implement a detailed, VDDHH-approved outreach plan to ensure information, education, and technical assistance are available to all user communities and the general public. The position will also generate public awareness and use of Virginia Relay and provide updates and reports to VDDHH staff and members of the Virginia Relay Advisory Council. This position will be located at the VDDHH main office in Richmond, Virginia.
  - b. CA Trainer
    - i. The Contractor will provide at least one full time Relay Operator trainer who has first-hand knowledge of the deaf,

hard of hearing, and senior citizen communities with the ability to sign.

- ii. The role of the trainer is to provide technical and cultural training to operators and staff on the step-by-step processing of all call types, standards of use of the TTY in the deaf community, and flow of communication between typed and spoken word. Any new trainers to enter the team will undergo an extensive "Train the Trainer" program to develop full knowledge of all technical, procedural and cultural aspects of relay services.
  - c. Human Resource (HR) Manager - The Contractor will designate a full-time Human Resource Manager dedicated to VaRelay for recruiting and staffing the VaRelay Center. The HR Manager will work closely with Center personnel and Contractor Relay Staff teams to ensure the VaRelay Center has a full complement of qualified relay operators at all times. The HR Manager will have first hand knowledge and experience of the disability community. The Contractors staffing efforts will include recruitment of qualified persons with disabilities.
- 4) Full Time Staff Position Responsibilities - The Contractor will ensure that the two (2) Account Managers, one (1) Relay Operator Trainer and the Human Resource Manager devote 100% of their time to VaRelay specific business. Time not devoted directly to VaRelay must be approved in advance by the VDDHH Contract Administrator, documented and reported to the VDDHH Contract Administrator on a monthly basis.
  - 5) Sufficient Administrative Support - The Contractor will maintain sufficient administrative staff to support operations staff.
  - 6) Recruitment of Persons with Disabilities - The Contractor is to actively recruit persons with disabilities, including individuals who are deaf, hard-of-hearing, speech disabled, deaf-Blind, or blind. Preference will be given to employing individuals with American Sign Language (ASL) fluency, Relay Service experience, and experience working within the deaf, hard of hearing and/or speech disabled community.
  - 7) ASL Translation/Interpretation Staff - Translation/interpretation is the default procedure for all ASL calls inbound or outbound using the VaRelay. The Contractor will provide, at a minimum, one person fluent in ASL interpretation translation on duty at all times (24/365) in the operator area of the VaRelay Center to assist operators who are not qualified to perform as an ASL translator/interpreter.

- 8) Disability Awareness – The Contractor will ensure that all VARElay Center personnel, including management, receive training about Deaf Culture, acquired deafness, speech disabilities, ethics, and confidentiality. Training is based on the Contractors Disability Awareness Program, which was developed by a former deaf member of their relay team who is also a Gallaudet Alumni. The training program is conducted jointly by people with extensive relay experience and deaf members of Contractor staff who are actively involved within the deaf, hard-of-hearing and speech disabled communities. In addition the Contractor provides annual cross cultural training, updated in 2003, which was developed collaboratively by the VARElay Center Manager and the AT&T Relay Training Staff. The Contractor has dedicated areas for diversity and deaf culture related materials (newspapers, deaf-related websites, deaf organizations and associations, etc.) which provide additional learning and growth for the personnel at the VaRelay Center. The Contractor also maintains a Customer Connection Team that enables every Relay Operator to participate in at least one (1) deaf or hard-of-hearing community event per year.
- 9) Staff Training Plan - The Contractor will have a staff training plan indicating training topics and time frames, identify individuals or organizations representing the above mentioned items listed in #8 above, assisting with the training. An updated copy of the plan is to be provided to the VDDHH Contract Administrator by March 1, 2004.
- 10) Staffing Patterns - The Contractor will supply all staff and will include staffing patterns by classification of employee, for the following monthly completed call volumes:

Calls/ Month	Relay Operators Required	ASL Trainer	Hotline Super	Managers Required		
				Center/ Account	Resource/ Super	Account
100,000	105	1	1	1	3	1
115,000	120	1	1	1	3	1
125,000	130	1	1	1	4	1
150,000	155	1	1	1	4	1

An average session call length of 6.0 minutes is assumed.



**ATTACHMENT F**  
**To**  
**Contract VA-040201-AT&T**

**Service Demand and Capacity**

1) Change in Service Demand

To address changing demands for service for all call volumes and the average lengths of calls, to include, but not be limited to, traffic analysis, trunking capacity, number of operator workstations, staffing, facilities, measurements and data in addition to historical data to be utilized, and equipment, the Contractor will:

Review traffic volumes on a daily bases (on each quarter hour), as well as forecast potential volumes month by month. This daily review includes, but is not limited to, the amount of available relay operator workstations. In designing and building a relay center, the Contractor includes certain parameters as part of the basic design i.e. the current workforce headcount, network capacity, modem availability and PBX utilization. If any of these items become 90% utilized the Contractor will take immediate steps to increase capacity limits into the 15 to 20 percent range. This plan may include:

- Testing and hiring additional staff
- Placing orders for additional network capacity
- Installation of additional positions for call handling
- Placing more modems in the platform
- Building more capacity in the PBX carriers

In addition the Contractor's Operations Management Center (OMC) has extensive experience in projecting relay call volumes and in staffing the centers appropriately to meet the call demand within quality standards and metrics. At the OMC, calling patterns and call volumes are monitored and recorded by time of day, day of week, holiday, time-change, season, school year and other calendar events. The OMC team builds models, using this historic data, which enables them to predict further calling trends with greater accuracy. By successfully modeling calling trends, the OMC is able to match human resources to meet calling demand and consistently deliver answer time results.

To determine lag time required, adjusting for increases or decreases in service demand and having the ability to maintain the service standards specified in this Contract; the Contractor's OMC will monitor actual volumes against projections every quarter hour 24 hours a day, 7 days a week. Based on statistical models, deviations from quarter hour

projections enable OMC to alert VaRelay to accrue or release Relay Operators as needed.

- 2) Meeting Service Demand - The VaRelay Center will be capable of meeting any and all levels of monthly service demand specified in Attachment E., Section 10 of this Contract.
- 3) Adaptation to Technological Advancements – The Contractor’s relay system will be flexible enough to allow easy adaptation to technological advancements on a functionally equivalent basis as delineated below:

The Contractor has their own “in-house” relay development team affiliated with AT&T Labs. This team will continue to provide VaRelay with leading-edge technology. They will continue to remain abreast of current issued and developments through ongoing dialogue with the FCC, active participation in industry panel discussions and other events, and ongoing research into new technical applications that benefit relay.

In addition, since the relay platform is entirely proprietary – built from the ground up by their development team, they are able to design new functions and capabilities into the system to meet new needs as they arise.

**ATTACHMENT G**  
**To**  
**Contract VA-040201-AT&T**

**Billing Standards / Access- Long Distance,  
Toll Calls & Flat Rate Calling Plans**

- 1) Ask for Carrier of Choice – Standard procedures will require the Relay Operators to actively ask callers for the carrier s/he wishes to use on every toll or long distance call if the caller has not automatically provided this information. Relay Operators will provide a list of participating carriers if needed or upon request.
- 2) Carrier of Choice Not Available - If the inbound caller's Carrier of Choice is unavailable via the VaRelay, the Relay Operator will provide a list of available carriers for the customer. If the caller accepts having his/her call placed by the Contractor, the call will be billed to the caller at the provider's lowest subscriber rate. Casual user charge or other additional charges will not apply.
- 3) Carrier of Choice Is Available - The Contractor's Carrier of Choice (COC) feature will automatically route COC requests via the customer's requested carrier's network so that the call can be billed appropriately by that carrier. Customers will be able to request paid billing or operator assisted call handling (calling card or phone debit cards) for their COC requests and the call will be processed accordingly.
- 4) Multiple Calls Using Calling Cards and Phone Debit Cards - The Contractor will allow multiple outbound calls to be placed using a calling card or phone debit card without having to supply the operator with the toll-free number and PIN or access code for all subsequent outbound calls associated with the same inbound call and as long as the customer remains on the line.
- 5) Interstate and International Cost Reimbursement - The Contractor will provide interstate and outbound international service through the VaRelay, recovering their cost through the reimbursement mechanism established and maintained by the FCC designated interstate fund administrator.
- 6) Inbound International Calls - The Contractor will provide international access to calls into VaRelay when the inbound caller is outside the United States. Restrictions may be imposed by the Contractor for countries considered politically unfriendly or at war with the United States. International inbound calls to a Virginia number will be provided through a standard ten digit number. The caller abroad will incur any charges assessed by the telephone company in that country. The Contractor will

process and complete any international relay call terminating in Virginia at no charge to the international caller.

- 7) Inbound Domestic Calls - The Contractor will, at no cost to the person placing the call, provide toll free inbound service to the VaRelay Center from within the United States.
- 8) Land-line Flat Rate Calling Plans - The Contractor will ensure that a customer having an expanded flat rate calling plan is able to place calls through the VaRelay to points within the expanded local calling area without incurring any charge for the call. The databases used by the Contractor to determine whether a call is local or local-toll are updated on a weekly basis. Subscribers to optional EAS plans offered by some LEC's are handled manually. In the event of a customer issue regarding incorrect billing for a traditionally "free" local call, the complaint is forwarded to the TRS Database Team, where the fix is made. Once this is accomplished, the customer will not be billed for those calls.
- 9) Cellular Flat Rate Calling Plans - The Contractor will ensure that flat rate plans purchased by cellular users accessing VaRelay when they are identified by the call codes of 60, 61, 62, or self-identified by users stating that they are on a cell phone, will not be billed additional charges for local calls.
- 10) Wireless Flat Rate Plans - The Contractor will ensure that flat rate plans purchased by wireless users enable them to access Virginia Relay without incurring any additional charge. This will include, but not be limited to, access to Virginia Relay via text pager, Personal Digital Assistant (PDA), or other wireless devices able to initiate and receive text messaging.

VaRelay users will be able to access the service via most text pagers, Personal Data Assistants and other wireless devices as long as the user's provider allows it and the customer's equipment is compatible.

- 11) Sent-Paid Calls – The Contractor will provide the following method of billing charges for collect calls, person-to-person calls, or calls charged to a third party.

Callers of the VaRelay service will be able to place non-coin sent paid calls and person-to-person calls and will be able to utilize alternative billing arrangements that include, but are not limited to:

- Collect
- Bill to third number
- Calling card
- Commercial credit card

- Prepaid calling cards
- Auto-collect

The Contractor will accept any non-proprietary Virginia LEC calling card for billing of relay calls. Other IXC's calling cards can also be easily accepted through its Carrier of Choice platform or by completing the call through its carrier's toll free number provided by the customer. Only completed calls will be billed and timing of these calls will be for only actual conversation time or connect time between the call originator and the call receiver.

The Contractor is committed to accuracy in call recording and billing. Relay calls are billed with the same functionally equivalence as non-relay calls. This means that relay users are billed from the moment the relay caller is connected to the called number until either party hangs up. The billing and collection functions and payment for all billing and collection charges of relay calls is handled in the same manner as non-relay calls completed in house on the AT&T network.

The Contractor's relay platform automatically captures all call information pertaining to the billing of relay calls and creates a Virtual Call billing record. Additionally, the equipment automatically determines whether a call is local, toll, intraLATA, interLATA or interstate. The Contractor will create for each relay assisted call an Exchange Message Interface (EMI) record as described in Bellcore Publication SRISD 000320. The EMI record is then transmitted to the appropriate billing contractor or LEC via existing electronic transmission procedures so that the caller can be billed in accordance with their existing calling plans.]

- 12) System Billing Process - The Contractor will ensure that call detail record generation will be automated and available for audit and real time monitoring.
- 13) Billing Account Codes - The call billing system must work from account codes equal to the size of the originating telephone number and the terminating telephone number to compute the actual cost. The system will generate all required billing data on an appropriate media to provide for printing the appropriate rate on the caller's regular telephone bill, so designated as a Relay Center call, and requiring the caller to pay said amount with his/her regular telephone bill payment. The call billing system must be automated. Hand written tickets or call records are not acceptable.

The Contractor will provide the following information that is captured on the EMI record to the LEC:

- a) Telephone number or calling card to be billed (NPA-NXX-LINE)
- b) Originating Telephone Number (NPA-NXX-LINE)
- c) Terminating Telephone Number (NPA-NXX-LINE)
- d) Date
- e) Start Time (the time when the call is answered by the called party)
- f) End Time (the time when either the called party or the calling party hangs up)
- g) Length of call to the nearest full second (the amount of time in between start time and end time)
- h) The phrase "VIA Relay" will be populated in the "TO" place on the billing record.

Note: The elapsed time between point "E" and point "F" is what constitutes a billable relay call for the user.

- 14) Caller-provided Information - The Contractor may require that a caller provide NPA/NXX type information in the rare case that Automated Number Identification (ANI) is unavailable at the customer's calling location, which would distinguish local calls from toll calls and allow for faster call set-up. Otherwise, NPA/NXX identification is done automatically once the system has captured the calling and called numbers.
- 15) Invoicing/Billing Record - The billing account record shall contain, at a minimum, the following information:
  - a. Telephone number or credit/calling card number to be billed (NPA-prefix-line number)
  - b. Originating telephone number (NPA-prefix-line number)
  - c. Terminating telephone number (NPA-prefix-line number)
  - d. Date
  - e. Start time (the actual time the calling party is initially connected to the called party or to an answering machine at the called party's number, or intercept message for the called number)
  - f. End time (the time when either the called party or the calling party hangs up; whichever occurs first)
  - g. The Contractor may bill in six (6) second increments when measuring call length.

**ATTACHMENT H**  
**To**  
**Contract VA-040201-AT&T**

**Service Standards**

The Relay Service will meet or exceed the following service standards:

- 1) Operate the VaRelay Center 24 hours per day, 7 days per week, and 365 days a year.
- 2) On a daily basis, notify The VDDHH Contract Administrator within one (1) hour if less than 100% of the required calls are handled in the VaRelay Center.
- 3) No restrictions on the length or number of calls placed by customers.
- 4) The average daily blockage rate for all calls into the VaRelay Center will be no greater than P.01. Blockage rate will be measured by sampling the number of calls being blocked for each 24-hour period. If a call rings or is in queue/hold in excess of 90 seconds, it is to be considered a blocked call.
- 5) Average Speed of Answer (ASA) Requirements:
  - a. The Contractor will meet an average daily answer time of eighty-five percent (85%) of all incoming calls within ten (10) seconds over each 24-hour period beginning at 12:00 AM current Eastern Time zone for all VARElay Services except IP Relay. ASA is measured by an average of actual answer times calculated as the sum of all individual call answer times divided by the number of inbound calls, not by periodic sampling, nor by an average of averages.
  - b. Measurement of ASA will begin when the provider's switch (ACD – Automatic Call Distribution) accepts the call from the local exchange carrier (LEC) and the public switched network delivers the call to the VaRelay Center. The VaRelay Center will accept all calls immediately when offered by the LEC (without delay) or return a busy signal. Measurement of speed of answer will continue until the accepted call is either abandoned or answered by a live operator ready to relay the call. This will not include a live operator or other individual answering the call to determine call mode or for any other reason except the immediate initiation of the actual outbound call out-dial and relaying of the call.
- 6) Any call not answered within 90 seconds will be considered a blocked call and reported accordingly.
- 7) Calls Allowed in ASA Calculation - If for any reason, VaRelay calls are transferred to another Center, only the calls placed and handled by VARElay may be used in the ASA calculation, not the daily Average Speed of Answer for the remote location handling the transferred calls.
- 8) Call Transmission - The Relay Service will relay conversations between the user with a hearing or speech disability and a standard phone, or any specialty calls as described in this Contract.

- 9) ASL Translation/Interpretation - ASL Translation/Interpretation is the default for ASL inbound or outbound users unless otherwise specifically directed by the Relay user.
- a. Requesting Translator/Interpreter - Either the inbound or outbound caller may request an ASL translation/interpretation.
  - b. Availability of a Relay Operator with Translator/Interpreter Ability - The Contractor will ensure that sufficient Relay Operator's with the ability to facilitate transliterating/interpreting are available at all times to assist with such calls in an expeditious and efficient manner from anywhere in the VaRelay Center.
  - c. Keeping the Parties Informed - Both the inbound and outbound caller will be kept informed that the translator/interpreter Relay Operator has been summoned, have the right to refuse the translation/interpretation at any time, and be informed of any delays in obtaining a translator/interpreter.
  - d. Refusal of Translator/Interpreter - If either party refuses the translator/interpreter, the Relay Operator will convey that information and any ensuing conversation between the two parties regarding the translation/interpretation.
  - e. Reporting Lack of Translator/Interpreter Availability - All delays in obtaining a Relay Operator with the ability to translate/interpret in excess of 120 seconds from time of request will be reported to the VDDHH Contract Administrator within 24 hours along with an explanation of the measures being taken to remedy the situation.



**ATTACHMENT I**  
**To**  
**Contract VA-040201-AT&T**

**Complaint Resolution and Maximum Customer Satisfaction**

- 1) **24 hour/day On-site Complaint Resolution Process**  
The Contractor will include the procedure for handling complaints, inquiries, and comments regarding the Relay Service and VaRelay Center personnel in printed outreach material. The complaint, comment, and inquiry procedures should include, but not be limited to the following:
  - a. **Complaint Forwarded to the Department** - Complaints are to include customer contact information if given, operator number, nature of complaint, resolution or immediate steps taken toward a resolution. All complaints and relevant information concerning the complaint are to be forwarded to the account manager, a copy kept on file at the VaRelay Center, and an electronic copy forwarded to the VDDHH Contract Administrator within 24 hours.
  - b. **Complaints Not Immediately Resolved** - Complaints not resolved within 24 hours will have all follow up information included and forwarded to the VDDHH Contract Administrator as follow up steps occur.
  - c. **Customer Contact Information** - Customers will be asked if they would like to leave contact information in order that a complaint may be followed up in writing.
  - d. **Customer Follow Up** - Customer complaints will be followed up with a letter to the customer that will clearly indicate the problem reported and steps taken toward resolution, with a copy to the VDDHH Contract Administrator.
  - e. **The Department reserves the right to intervene or advocate on behalf of the customer at any time during the resolution process.**
- 2) **Two (2) Minutes to Reach a Supervisor** - The Contractor will ensure that any user of VARElay will be able to reach a supervisor or administrator within a maximum time limit of 2 minutes while still on line during a Relay call.
- 3) **Supervisor Not Available** - The Contractor will have a Supervisor available at the VaRelay Center Customer Care Desk 24 hours a day, 365 days a year. In addition, both a designated Manager and a back-up Manager are placed "on call" at all times.

If a supervisor cannot be obtained within 2 minutes, Monday through Friday, from 9 a.m. to 5 p.m. ET, notification will be given to the VDDHH

Contract Administrator within 24 hours of the “Supervisor Not Available” incident.

- 4) Supervisor Not Available After Standard Business Hours – As stated in 3) above, Supervisors are available at the VaRelay Center Desk 24 hours a day, 365 days a year. In the event that a Supervisor is not available, Relay Operators will offer to take a message or transfer the caller to the Customer Care Center. The Contractor’s Norton customer service representative will contact the VDDHH Contract Administrator by email or fax, or call the Administrator the next business day as notification of the lack of supervisor availability.
- 5) Daily Problem Log - An Automated Problem Resolution Log will be maintained. The Contractor will submit electronic files of complaint and resolution information in a daily basis in a format agreed to by the VDDHH Contract Administrator.
- 6) Monthly Complaint Reports - Monthly reports concerning complaints are to be submitted to the VDDHH Contract Administrator.
- 7) Annual Complaint Log Summary - A TRS Annual Log Summary of Consumer Complaints will be prepared for the Department. This log will include the reporting period of June 1 of the previous year to May 31 of the current year. The Log must be received in electronic format by the VDDHH Contract Administrator no later than June 15 of the current year.
- 8) Complaints in Violation of the FCC TRS Order - Complaints related to issues of any violation of the FCC TRS Order are to be clearly marked as such.
- 9) Customer Information and Referral Calls - The Contractor will have all information and referral calls received by Relay Operators referred to the Information and Referral Services number (800-552-7917), which is posted at all Relay operators stations, staffed by the Department.
- 10) Contractor’s Customer Service - The Contractor will maintain separate 24-hour toll-free customer service numbers for the convenience of all callers wishing to contact a customer care representative during normal business hours. These numbers will be available no later than March 1, 2004.
- 11) Information/Referral Materials and Specialized Programs - The Contractor will, with the guidance of the VDDHH Contract Administrator, provide an information and referral service for the education of the public promoting the use of VARElay. The Contractor will maintain a continuing information and promotional outreach program. Programs will include, but not be limited to; meetings with consumer organizations, business

organizations, professional and trade organizations, etc. This outreach program will be a non-recoverable cost unrelated to the outreach and advertising budget as described in Attachment B., Item 16). All materials are to be understandable by a majority of the communities of persons with disabilities. All printed materials will be accessible to all consumer groups.

**ATTACHMENT J**  
**To**  
**Contract VA-040201-AT&T**

**Quality Assurance**

- 1) Relay Service Quality Assurance Testing and Evaluation - The quality of Relay service will be continuously evaluated by the Contractor. In addition, an independent evaluator selected and compensated by the Department to identify quality issues will perform periodic formal evaluations of actual Relay test calls. The results of these surveys will be used to evaluate the Contractor's performance and will be shared with the VaRelay Center Manager to promote general or individualized remedial training programs, as necessary.
- 2) Contractor's Quality Assurance Plan – The Contractors plan for conducting internal quality assessment of relay services has been in place since 1991. The Contract conducts six (6) test call studies per year, placing 285 calls each time, measuring compliance to relay procedures and service quality during each study. Test calls are conducted by an internal quality measurement group within their Relay Services Team. Calls are placed throughout the month at various times per day. Scripts are varied, and reflective of typical relay calls.

Once the results are provided, managers on the Performance Measurement Staff analyze results for common performance issues and areas of improvement. The entire management staff will meet to review the results, develop action plans and implement the plans.

The entire Relay Services team is held accountable for the centers' performance so improvements become the focus of every manager's work.

Each Relay Operator has center metrics incorporated into their individual annual performance appraisal. Accountability for quality service and customer satisfaction is held at every employee level from the Relay Operators to the resource managers, to the center directors and to the District Manager.

- 3) Annual Customer Survey - The Contractor will conduct an annual customer survey to obtain feedback from users. The VDDHH Contract Administrator will approve surveys and have complete access to all results in summary and detail format.

**ATTACHMENT K**  
**To**  
**Contract VA-040201-AT&T**

**Customer Confidentiality**

- 1) Written Confidentiality Policy – The Contractor has confidentiality policies in place at the time of contract award. A copy of the confidentiality policy will be provided to users upon request.
- 2) Violation of Confidentiality - The VDDHH Contract Administrator will approve this policy. An operator or supervisor who, after investigation, is found to have violated the confidentiality policy, will be reprimanded, suspended, or terminated. Automatic termination for a second occurrence should be imposed. All violations are to be reported to the VDDHH Contract Administrator monthly.

In the event a violation of confidentiality allegation is received the following policy will be used for investigation:

- The VaRelay Center Manager will investigate the allegation, including interviewing the customer(s) or individual(s) making the complaint with their permission.
  - The VaRelay Center Manager will then interview the employee(s) involved in the incident.
  - The VaRelay Center Manager will utilize corporate resources of other departments, such as Corporate Security, Corporate Legal Advisors, Corporate Labor and Employee Advisors and Corporate Human Resource Advisors as needed and required.
  - Based upon the circumstances, the VaRelay Center Manager will apply
- 3) Collection of Confidential Information - The Contractor will be restricted to collecting only that personal information necessary to provide and bill for the Relay service being rendered. This information will not be used for any other purposes.
  - 4) Confidential Emergency Information - If a user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the operator or VaRelay Center, names and specific information may be disclosed by the operator to a supervisor to expeditiously address the situation.

**ATTACHMENT L**  
**To**  
**Contract VA-040201-AT&T**

**Operator Standards**

- 1) Operator Recruitment - The Contractor will have in place their employee recruitment and selection procedures, demonstrating that persons selected and employed as operators meet all proficiency requirements as specified in this Contract. Operators will be able to expeditiously and accurately type a TTY Relay message. This will include, but not be limited to:
  - a. English Grammar - Basic skills in English grammar are required to be continually assessed by grammar tests measuring both auditory and visual typing. Competent English grammar and spelling skills: Before any person can be employed as a Relay Operator, s/he must be able to successfully pass a basic skills test that includes grammar and spelling components. This hiring test assesses job applicants' grammar and spelling skills using 12<sup>th</sup> grade/High School graduate level as the passing competency standard. Proficiency must be demonstrated in Spanish at the same level of skill and competency for Spanish language operators.

Subsequent to employment, all Contractor Relay Operators follow ongoing development plans that include assessment for both audio and visual typing. In addition, there are options for grammatical testing available from the AT&T Human Resources Department.

- b. Understandable Voice – Relay Operators will be hired only if they demonstrate a clear speaking voice with good enunciation. This is assessed during the hiring process. During both initial and subsequent training sessions sensitivity issues are covered to ensure an understanding of the importance of using a clear, concise and understandable voice. Supervisors will continually monitor voice quality during monthly call observations with each Relay Operator.
    - c. Typing Speed and Accuracy - The Contractor will require of operator trainees, during probation period, to possess a minimum typing speed of sixty words per minute at entry level, with a maximum error rate of no greater than five percent (5%) for both entry level and after probation.

Only applicants that demonstrate a minimum of 60 words per minute with a maximum error rate of no greater than 5% and fulfill all FCC requirements for relay typing, will be considered for employment by the Contractor. Additional practice and assessment is conducted

throughout the initial training process and thereafter to ensure typing skills are maintained and improved.

The Contractors Relay operators' typing speed and accuracy is assessed annually with the administration of a Typing Diagnostic.

- d. Word Per Minute (WPM) Calculation - The formula to calculate words per minute will be five (5) keystrokes (four alphanumeric characters plus one space) per "word" requiring three hundred (300) keystrokes per minute to achieve sixty words per minute. (Macros that are executed by one function key shall count as one keystroke regardless of the number of alphanumeric characters "attached" to that macro. Similarly, a macro executed with two key strokes will count for two keystrokes regardless of the number of alphanumeric characters "attached" to that macro.)
- e. Spelling Skill Level – The Contractor screens the applicant's spelling skills including knowledge of spelling rules and principles. The applicants must demonstrate the ability to quickly, easily and accurately spell words at a minimum of 12<sup>th</sup> grade graduate level. In addition, supervisors monitor the spelling skills of all Relay Operators during individual monthly observations in order to ensure a consistent level of accuracy.
- f. Translation/Interpretation - (ASL) American Sign Language and Translator/Interpreter Guidelines  
The operator/supervisor will have the ability to recognize the necessity of utilizing an ASL translator/interpreter. ASL is a visual language and does not have a written form nor is the visual language to be voiced in the word order used when voicing. When the visual language of ASL is required to be written, such as on a TTY, the resulting form of the language is called ASL gloss. ASL gloss should never be voiced in that form. Only a person fluent in both languages is to attempt to voice ASL gloss into spoken English or to type spoken English back to an ASL user in an English structure matching the register of the ASL gloss.
  - i. Department Approval of CA Screening - The translator/interpreter screening will be developed in coordination with interpreting professionals as approved by the VDDHH Contract Administrator.
  - ii. Changes to Test - The translator/interpreter screening along with any changes/modifications, will be approved by the VDDHH Contract Administrator.

- iii. Operators Not Screened as Translators/Interpreters - In the event an operator is not successfully screened to interpret/ translate ASL to English and vice versa, the Contractor will ensure that a person fluent in interpretation/ translation is on duty 24/365 in the operator area of the VaRelay Center to assist operators with ASL translation/interpretation.
- iv. Standard Operator Test Areas - The translator/interpreter screening will cover spelling, grammar, typing, dictation, procedures and characteristics of ASL (as they may be reflected in the written language of TTY users to the extent that the operator is aware of the need for the ASL translator/interpreter), Deaf culture, ethics, confidentiality, and professional judgment. All the above components are included in the Contractor's initial training and ongoing performance development of all VaRelay Operators. The Contractor will develop formalized testing that meets the full satisfaction of the VDDHH Contractor Administrator, if requested.
- v. Minimum Translator/Interpreter Screening Requirements – The Contractor will not allow test questions to be available to an operator before screening. Test questions will be changed at least annually.
- vi. Operators Unable to Pass Screening – If a Relay Operator has difficulty successfully completing the Translator/Interpreter Screening Test; s/he will be provided ongoing training as part of her/his ongoing performance development plan. Until s/he successfully passes ASL testing, s/he will process all ASL calls with support from a qualified translator/interpreter as established by annual testing.
- g. Identification of Students/Trainees - Trainees will be identified to both the voice and TTY customers of a Telecommunications Relay call at the onset of each conversation, mitigating potential for criticism of operator quality.
- h. Operator Monitoring - The Contractor will ensure that the Supervisor has the capability to monitor both the standard phone and TTY leg of a call being processed by any operator. Watching or listening to actual calls is prohibited except for training or monitoring purposes or other purposes specifically authorized by the FCC, the State Corporation Commission (SCC), the Department, or by this Contract. The VDDHH Contract Administrator is to receive monthly reports identifying the issues found during monitoring and the necessary, appropriate, corrective action taken.

The Contractor has in place the following quality assurance processes:

- Monthly side-by-side monitoring with real-time feedback



- One-on-one communication and corrective action, if appropriate, based on customer feedback
  - Monthly test calls by a partner organization in AT&T
  - Performance Management plan
  - Individual training and development plans
  - Individual improvement plans based on feedback from external test calls by the Department
  - Yearly diagnostic testing (include actual call processing and typing assessment)
  - Mid-year and year-end performance reviews
- i. Appropriate Voice Tone of Operator - The Relay Operator will use a conversational tone of voice and not voice the conversation word for word as it appears on the screen. The tone of voice should be appropriate to the type of call being made when speaking for the TTY user. Example: The word “smile” should not be voiced; the voice tone should indicate a “smile in the voice.” The Contractor trains Relay Operators to relay all calls with voice intonation that projects the “spirit of the speaker”. Relay Operators periodically receive supplemental training, such as “The Sound of Your Voice”, to reinforce the importance of appropriately projecting the customer’s emotion to the other person throughout the call.
- j. Change of Voice User During a Call – Relay Operators will activate the “gender” macro to notify TTY users of a new speaker. If either TTY user or standard phone user is confused about the change of the party on the other line, the Relay Operator will clarify as needed.
- k. Change of Operator During a Call - Change of operators during a call is discouraged. An operator must stay on a STS call for a minimum of 15 minutes or on a non-STS call for a minimum of ten (10) minutes. If a change is necessary, both parties shall be informed. If a change of operators is requested by the TTY or standard phone user without explanation, it shall be done without questioning either party.

The Contractor’s operator relief procedures are in full compliance with the FCC requirements and those requirements outlined by this Contract. Whenever a change of Relay Operator is necessary, it is always completed in the least intrusive way and both the TTY and Voice customer is notified of the change in operators. The relieving relay operator is required to provide his/her number to both customers on the call.

In addition, the transfer procedures are designed to create minimal intrusion on the customer’s call. For example, the platform provides Relay Operator’s with a “scratch pad” to communicate situational call details in test (eg, “will be making a sequence”), which mitigates transfer time required for verbal communications between operators.

- l. Keep the User Informed – Relay Operators will keep the TTY user fully aware of the non-TTY user’s tone of voice and inflection. All Relay Operators are trained on the importance of using nonjudgemental descriptors for background noise and keeping the customer informed of the voice person’s tone of voice. In additions, the platform provides a menu of macros to efficiently notify TTY users of events outside the conversation proper, eg. (baby crying), (chewing), doorbell), loud music), and a large selection of others. The importance of providing this information to the caller is an essential element of the Contractors commitment to provide the service customers expect.
- m. Call Status - Operators will keep the user informed of the status of the call, i.e. (dialing), (ringing), (busy), (disconnected), or (on hold) (transferring to billing department). The Contractor’s platform includes a menu of macros to report call status quickly and efficiently. In the event a call status situation is not covered in the prepared macros, the Relay Operator will directly describe the status to the relay user. In addition, callers are notified of call status approximately every 15 seconds.
- n. Users Control – Relay Operators are trained to acknowledge and comply with all TTY and voice customer requests to direct aspects of their call, eg. Not having the operator introduce or announce the call, or allowing the caller to provide his/her own explanation of the relay service. This type of request is referred to as a “No Announcement”, and/or “No Explanation” request.
- o. Explanation of Relay - The Contractors platform provides a macro that notifies TTY users (Relay Operator here . . . explaining relay. By the same token, the Voice customer is informed, “One moment please while I explain the relay service” ). The Contractor has explanation phrases for every call type required by this Contract. Following is a brief menu of basic explanation phrases that are currently provided by Relay Operators:
  - Standard Relay Call Explanation: “The caller is using VaRelay service to contact you. I’ll be voicing what they type and I’ll by typing what you say and anything else I hear.”
  - Voice Carry-Over Explanation: “The caller is using VaRelay service to contact you. You will hear their voice. I’ll be typing to them what you say and anything else I hear.”
  - Hearing Carry-Over Explanation: “The caller is using VaRelay to contact you. The caller will hear your conversation but you will hear my voice as I speak their conversation.
- p. Unlimited Redials on Busy Signal – The Contractors platform provided Relay Operators with a redial key that allows for unlimited and immediate

redialing on busy signals without the need to re-enter call details. This requirement is to include, but not be limited to, local calls, phone debit card calls, and long distance calls.

- q. Comments to the Operator – Relay Operators are trained to provide all comments directed to both the Voice and TTY customer. Operators will advise customers of comments by saying or typing eg. (is sam available) or (operator can you hold for a minute). All comments directed to the Relay Operator by either party will also be relayed, for example, (Yes, I'll accept the collect call.)
- r. Operator Conversations With Users - The Relay Operator will not have side conversations with the standard phone or TTY users.

The “Relay Operator Code of Ethics” specifically prohibits Relay Operators from inappropriate side conversation. In the event that side conversation is necessary to facilitate a quality call, all call parties will be notified of the conversation.

- s. Operator Participation in Calls - The Relay Operator will never become an active participant in a call by giving opinions, suggestions, or answers to questions posed by either the TTY user or standard phone user.

All Relay Operators are required to annually review and re-sign the “Relay Operator Code of Ethics”, which clearly states that Relay Operators will not counsel, advice, not express personal opinions except about the tone of voice of the voice person. In addition, Relay Operators are coached to briefly explain the requirements of the Code of Ethics to relay users who prompt operator participation, in order to avoid perceptions of rudeness on the part of VaRelay.

- t. Use of Third Person - If either party uses the third person form of speech, the operator will relay the statement in the third person.

Relay Operators are trained to relay conversation in the form of speech used by the voice customer – if s/he speaks in third person, the call will be facilitated to reflect this third person form of speech. It is the option of the TTY customer to inform a Voice user to refrain from third person references, and the Relay Operator will be glad to relay this instruction as given.

- u. Hot-line Emergency Procedures - The Contractor will have a policy for handling emergency and hotline procedures. The policy will include procedures for referring callers to emergency services and numbers other than 9-1-1 (i.e. suicide prevention or crisis hot-line.) An updated copy of

these procedures will be submitted to the VDDHH Contract Administrator by March 1, 2004 upon award of this Contract for approve.

The Contractor's emergency call handling procedures are currently compliant and in accordance with the FCC requirements as mandated in FCC Order 03-121 released on June 16, 2003.

The Contractor provides Relay Operators with immediate and direct access to a database that contains emergency agency listings based on the caller's Automatic Number Identification (ANI). If this number does not appear in the database it may be necessary to contact Directory Assistance. Using the caller's ANI, the Relay Operator can quickly secure the appropriate emergency agency listing and complete the relay call allowing for immediate emergency attention. Upon identification or receipt of the emergency number, the Relay Operator performs only two key strokes to initiate the call to the emergency agency. With Caller ID technology, the emergency agency will automatically receive the ANI of the relay caller eliminating the need for the Relay Operator to manually pass this information.

Once the appropriate emergency agency answers, the Relay Operator informs the dispatcher that the call is coming through the relay service and indicates whether the call is voice or TTY. The Relay Operator remains available to the emergency agency to provide any additional assistance as necessary or required in order to ensure the rendering of immediate emergency service. Each emergency call is given the Relay Operator's undivided attention. Typically, a supervisor will be immediately assigned to work with the Relay Operator in any emergency call situation. Calls to authorized emergency agencies (police, fire, ambulance, etc.) are completed free of charge to the caller.

The Contractor includes information on emergency calls in the Commonwealth VaRelay brochures. The brochures state "Relay Service is not a substitute for 911 emergency services. However, if we receive an emergency call, we will do whatever we can to connect the caller to the emergency service needed. To make sure your emergency call is handled as quickly as possible, please call your local emergency service number directly."

**ATTACHMENT M**  
**To**  
**Contract VA-040201-AT&T**

**Operator Training**

- 1) The Contractor's plan for providing ongoing training to operators, at a minimum, is as follows: (The VDDHH Contract Administrator must approve all plans.)

a. Training Requirements:

- i. Instances to obtain an ASL translator/interpreter by identifying ASL gloss and grammar

The Contractor's current Cross Cultural Training package will be expanded and refined to provide for a dedicated "ASL Translation/Interpretation" training package. This training package will included, but is not limited to:

- Information related to the Virginia Department for the Deaf and Hard of Hearing (VDDHH)
- Virginia Relay Customers
- ASL Translation/Interpretation Default
- ASL Grammar Rules
- Understanding ASL Translation/Interpretation
- ASL Gloss
- Operators Proficient in ASL/PSE Translation/Interpretation
- Procedures for Obtaining Relief
- Relay Choice Profile Identifying Translation/Interpretation preferences

- ii. Deaf culture and the needs of the hard of hearing community.  
The Contractor's current Cross Cultural Training package, provided to all VaRelay Operators in initial training and reviewed annually, focuses intensively on Deaf culture and the requirements of the hard of hearing community.

- iii. Needs of speech disabled users  
The Contractor's Speech to Speech training includes class room instruction, written materials and audio tapes that enable help Relay Operators to recognize and successfully meet the needs of speech disabled users.

- iv. Live TTY to TTY calls to "grass roots" Deaf users to familiarize operators with the flow and process of a TTY call.

As TTY to TTY communication with Deaf consumers is one of the most effective training tools, the Contractor encourages the Relay Operators to continue TTY communication throughout their employment in order to maintain and increase understanding of the customers' needs and outlook.

- v. Operation of telecommunications Relay equipment and TTY etiquette. The Contractor has an entire training module devoted to:

- Background on the TTY
- Parts of a TTY
- How does the TTY work?
- Using a TTY
- TTY etiquette
- Text pagers
- Wireless pagers
- PCs used for communication via relay
- Cellular phones
- Voice recognition technologies

- vi. Both simulated and live on-line call processing

The Contractor's training platform is specifically designed to support call simulation. In turn, the initial training plan includes incremental periods of on-line practice with the guidance of a trainer or Supervisor.

- vii. Specific training on all call types

The Contractor offers a complete menu of call types, all of which are specifically presented during initial training. In addition to basic relay and carry over calls, instruction and practice is provided in specialty calls that include, but are not limited to:

- IP Relay
- Two-line VCO
- Reverse Two-Line VCO
- Speech to Speech (STS)
- Speech to Speech – Voice Muted
- Voice to Voice (VTV)
- Voice to Text (VTT)
- Voice to HCO (VTH)
- Hearing to Hearing (HTH)

- b. Off-line Training - Off-line training will be provided to existing operators on any new or modified procedures. The Contractor will provide refresher training in any problem areas that arise individually, from Contractor or Department monitoring, or as a result of quality assurance testing. A quarterly schedule of off-line training, including topics of training will be submitted to the VDDHH Contract Administrator 60 days prior to the onset of training.

The Contractor will provide experienced Relay Operators with on-going off-line training annually, with additional follow-up training for new employees.

Training will include both scheduled classroom training for all VaRelay Center personnel and individual off line review and training for identified development areas.

In addition, job aids and work station broadcast messages are provided to reinforce off line training in new methods and procedures.

- c. Monthly Training Reports - The Contractor will submit a monthly report to the VDDHH Contract Administrator that captures and reflects the content and completion rate of all operator training and activities.
- d. Training Schedule - The Contractor will submit timely schedules of all training with the VDDHH Contract Administrator monitoring the training activities at any time (without prior notice).
- e. Special Training - A minimum of 20 hours training for operators will be provided by experts from deaf, hard of hearing, deaf-blind, and speech disabled communities in the field of language interpreting, ASL, Deaf culture, and speech disability. Preference will be given to trainers who are representative of the above-mentioned groups. The Contractor will ensure that all staff members working in any position in the VaRelay Center receive this training. The Department will allow the Contractor a period of one year from the employee's date of hire to complete this training.

The Contractors Cross Cultural Training currently provided in the first year of employment meets and exceeds the requirement above. In addition, all personnel are reviewed on cross cultural training on a regular basis. All such training is overseen by the VaRelay Manager, fluent in ASL and has a wide network of resources in the relay community.

- f. Operator Participation in Outreach - Each operator will participate in a minimum of one (1) event per year in conjunction with the VaRelay or VDDHH Outreach as part of his/her training. An operations staff person in coordination with the account manager assigned to outreach will coordinate scheduling of these events with the Department. The VDDHH Contract Administrator will work with the Contractor to facilitate on-site opportunities. The Contractor will provide a monthly report of operator participation, which will include, but not be limited to, operator name, date, event, description of operator interaction and how it relates to Virginia Relay or VDDHH.

The Contractor has developed and presents Customer Connection Training to all Relay Operators. This training was designed to assist in preparing and encouraging employees to participate in outreach activities.

Highlights from the training include but are not limited to:

- How hearing loss imposes on normal communication (Video: “Show & Tell: Explaining Hearing Loss to Teachers”)
- How technology enables the Deaf community to communicate (Video: “Com Hear with Me!”)
- Tools to increase awareness and sensitivity (Excerpt: “Communication and Adult Hearing Loss”)
- Bird’s eye view (Video: “Do you hear that?”)
- Taking your learning’s to the community: Responsibilities of the AT&T Ambassador

In an on-going effort to encourage employee outreach participation, additional Customer Connection Training has been developed and will be presented to the workforce. As part of operator training, all Relay Operators will be required to participate in a minimum of one (1) event per year in conjunction with the VaRelay or the VDDHH Outreach beginning in 2004.

The Contractor will provide a monthly report of operator participation which will include but not be limited to the above requirements.

- g. Operator Training on Using an ASL Translator/Interpreter - The Contractor will train Relay Operators as to the appropriate time and situation to obtain an ASL Translator/Interpreter, who may handle ASL translation/interpretation, and how to identify ASL gloss.
- i. Operator Screening for ASL Translator/Interpreter of Relay Calls – The Contractor will train Relay Operators to identify ASL gloss and the need for an ASL translator/interpreter. In addition, the Contractor will screen Relay Operators capable of translation without assistance. Written criteria will include ASL translation testing developed with the assistance of interpreting professionals and approved by the VDDHH Contract Administrator.
- ii. Probation Period After Training - Operators who are hired will serve a probationary period of at least 90 days with the continuation of their employment contingent upon performance judged to be satisfactory or better. During this time, the Relay Operator will identify himself or herself on relay calls as an operator in training. The Contractors platform can be programmed to identify all operators in training to TTY customers with a “T”, along with their operator identification number and gender. Operators in training will identify themselves directly as such to Voice customers.



iii. Training Procedures for Relaying Communication - The Contractor will ensure that every Relay Operator is trained in, and will adhere to, the following procedures for all Virginia Relay calls:

1) User Control of Call

The Relay user has complete control of the call. Relay Operators are specifically trained to follow all Relay user's directive/instructions and refrain from taking independent action.

2) Accuracy of Information in a Relay Call

Relay Operators will convey the full content, context, and intent of the communication they relay. Operators are not to leave out words or phrases, summarize, paraphrase, add, or change the content of the call unless requested otherwise by a user. Example: "I know what the answering machine message says, just let me know when to leave my message." The Relay Operators are rigorously drilled in providing verbatim relay to both text and voice customers. Only in the instance of customer request will an operator omit or alter wording, eg. "asl translate" or "dont type options press 3".

3) Error Correction

Relay Operators will continue in a forward direction by typing xx (common TTY convention for error) and retyping the word, rather than using the backspace key to correct typing errors.

The Contractor's platform was developed to only allow the Relay Operator to backspace a maximum of two spaces. If an Operator backspaces more than twice, the platform will automatically send "xx" to the customer. Additionally, Relay Operators are trained to avoid backspacing and type "xx" to denote a typing error and then retype the word correctly.

4) Verify Spelling

Operators will shall verify spelling of proper nouns, numbers, and addresses that are spoken. Example: To voice user: "is that name S M I T H?" To the TTY user: "(asking spelling of name)". Relay Operators are specifically trained to follow the spelling verification requirement and keep the TTY customer informed.

5) Operator Number and Gender

Relay Operators will provide their identifying number and gender at the beginning and end of every relay call. Relay Operators will continue to inform both the TTY and Voice customer when there is a change of Operator during the call.

In addition, the Contractor's platform provides a macro that immediately identifies a Relay Operator to the text user by number and gender when answering a call. Relay Operators are also trained to voice this information to any user who receives information by auditory means. Operators are also required to provide their identification number and gender upon customer request.

Relay Operators will continue to follow "Gender Request" procedures when a relay user requests an Operator of a specific gender. The original Operator will acknowledge the gender request and make every effort to comply. If an Operator of the requested gender is available, s/he will relieve the original Operator and facilitate the call. If it is necessary for the requested gender Operator to be relieved during the call, every effort will be made to locate an available Operator of the same gender to relieve and continue the call

6) Operators Will Not Drop Inbound or Outbound Caller if a Supervisor is Requested

The operator will stay on the line until both parties have terminated the call. If either customer remains on the line and wishes to speak to a supervisor, the Relay Operator will immediately contact the Customer Resource Center (CRC) and inform the representative that s/he is transferring a customer who wishes to speak with a Supervisor and remain on the line resolving the customer concern. If for any reason a Supervisor is unavailable to assist the customer, "Supervisor Not Available" procedures will be in place as outlined in Attachment I, Section 3) & 4).

2) Obscenity

- a. Relay Operators are trained to remain non-judgmental toward customers and to refrain from developing or acting on opinions about a customer's message. Relay Operators will not make a value judgment on the profanity, obscenity or legality of any messages.
- b. Obscenity included in the conversation between the inbound and outbound parties, even if it is referring to a Relay Operator, will not be construed as

obscurity directed at the Operator. The Contractor provides rigorous training to Relay Operators to remain transparent throughout the call, even in the event of abuse remarks that refer to the Operator.

c. Escalation procedures for Obscenity/Abuse.

In the event that abuse is actually directed at, as opposed to referring to, the Relay Operator, the following escalation procedure is in place:

- Customer is informed, "Please refrain from making obscene remarks toward me. Would you like to place a call now?"
- If the customer continues making unacceptable remarks, the Relay Operator will advise the customer a second time to please refrain from making the remarks and ask if s/he would like to speak with a Supervisor, or would you like to place your call now?" Once again, the Relay Operator is attempting to get the focus of the customer on placing a call.
- After advising the customer two (2) times, Operator informs customer, "Transferring you to a Supervisor, please hold." Relay Operator will contact the Customer Resource Center (CRC), provide call details, and transfer the customer to the Supervisor.
- Once the call is transferred, the Supervisor will offer assistance. If the customer continues to use profanity or make obscene remarks, the Supervisor will inform the caller that s/he will be disconnected."
- Customer is disconnected. Supervisor will document details.

3) Caller's Name Not Required

Callers will not be required to give their full names or the full name of the party they are calling. This information will not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). If a full name would facilitate the call, the operator may ask for that information and explain the purpose for doing so. However, the operator will not refuse to process a call if the caller refuses to give full names.

The Contractor's standing policy is that no personal information is to be required from any customer except in the interest of call facilitation, which is very narrowly defined in order to avoid breach of transparency. It is also standing policy that a Relay Operator will never refuse to process any call for any reason; such refusal would constitute call abandonment, which is subject to disciplinary action.

4) Answering Machines

Relay Operators will leave messages on answering machines or other voice processing systems if the standard phone or TTY caller activates one while making the call.

Following are the procedures for fulfilling these requirements:

- a. Keep Caller Informed - The operator will inform the caller when an answering machine has been reached, and will transmit to the caller the full content of the outgoing message, unless otherwise directed by the caller. The Contractor's platform provides macros to inform TTY customers quickly and accurately of the following:

- (recorded msg)
- (one moment pls)
- (and I will relay complete message)

Voice callers are informed of message machine contents verbally.

- b. Ask to Leave a Message - The Relay Operator will ask the caller if s/he wishes to leave a message.
- c. Messages Left on Machine - The Relay Operator will relay the caller's complete message to the machine, either by voice or by TTY. If the caller instructs the operator to leave a TTY message on a voice answering machine, or if an answering machine has both voice and a TTY outgoing message, the operator will leave the message as instructed.

Relay Operators currently inform TTY customers by macro (pls hold while I leave message). (message completed).

- d. Message Confirmation - The operator will confirm to the caller that the message has been left.

Relay Operators currently inform TTY customers (message has been left) (hung up) ga or sk

- e. No Charge for Redials - The caller will only be charged for one call (the first call) regardless of the number of re-dials required to capture the full outgoing message and to leave a message.

The Contractor's Play Back Device (PBD) enables the Relay Operator to record and play back the message as needed to capture the entire content accurately, without the need to dial back. If for some reason the Relay Operator must re-dial to capture a message, billing for the re-dial is automatically erased, as it is for leaving a message.

- f. Message Retrieval – Relay Operators are trained and will retrieve messages from voice processing systems (answering machines, voice mail, etc.) and relay a TTY message to a standard phone user or a voice message to a TTY user verbatim.
- g. Retrieval Procedures - The Contractor's ability to retrieve messages from answering machines at the same location or from remote location

answering machines. The Contractor currently has Single Line Answering Machine (SLAM) procedures in place that fully meet the requirement.

- h. Retrieval Access Codes - Retrieval procedures to include methods for obtaining any necessary system access codes from the user and equipment required by the Relay user to access this feature.

Special training for SLAM calls include;

- requesting any access codes or passwords in advance,
- following all instructions
- informing the customer fully of the progress of the call.

- 5) Confidentiality of Calls and Section 8.01-44.3 of the Code of Virginia
  - a. The Contractor's policy as referenced in Attachment K "Customer Confidentiality" is in full compliance with the above requirement.
  - b. The Contractor and their employees will not use any information obtained from Relay calls for any other services they may provide to users of the Relay system, nor will they make any such information available for sale.

Every Contractor Relay Operator is required to adhere to the rules of confidentiality during all training sessions. Trainers are trained to present scenarios and procedures without revealing names or specifics about the callers.

All Relay Operators are required to sign the Pledge of Confidentiality, promising not to disclose the identity of any caller, fellow Relay Operator, or any information learned during the course of relay calls. This applies to all Relay Service personnel during the period of employment and after termination of employment.

The Pledge of Confidentiality, along with the Code of Ethics, is posted at each workstation within the VaRelay Center and in all reference tools. The VaRelay Team is made fully aware and understands the serious ramifications of violations of the Confidentiality responsibilities placed upon them.

- c. In addition, Section 8.01-44.3 of the Code of Virginia prohibits the divulgence of communications by qualified interpreters or communication assistants. Such divulgence is defined as a civil offence punishable by recovery of actual damages or \$100.00 whichever is greater.

All Contractor relay employees are committed by signature to the Pledge of Confidentiality and Code of Ethics; breach of either is subject to discipline up to and including dismissal. All interpreters and other non-Contractor employees who enter a Contractor Relay facility are required to

sign a non-disclosure agreement subject to loss of contract in the event of breach.

- 6) Training Confidentiality – Trainers - When training new operators by the method of sharing past experiences, trainers will not reveal any of the following information:

- a. Names, genders, or ages of the parties to the call
- b. Originating or terminating points of the call
- c. Specifics of the information conveyed

The Contractors training staff undergo an extensive “Train the Trainer” program that is based on the principle of “Model the behavior”. As Relay Operators are expected to maintain strict confidentiality, it is incumbent on all Trainers, Supervisors, and Managers to do so as well. As a result, Trainers are prepared with a series of techniques for providing trainees with illustrative but entirely anonymous examples of relay situations.

- 7) Training Confidentiality – Operators

The Contractor carefully covers all points below during all Relay Operators’ initial training and are reviewed regularly throughout the term of their employment.

- a. Operators will not discuss, even among themselves or with their supervisors, any names or specifics of any Relay call, except in instances of resolving complaints.
- b. Operators may discuss the general situation in which they need assistance in order to clarify how to process a particular type of Relay call.
- c. Operators will be trained to ask questions about procedures without revealing names or specific information, which would identify the caller.

- 8) Training Procedures for Emergency Calls Handled by Remote Center

- a. The Contractor will have a mechanism in place to ensure uniform procedures that will be maintained during the call distribution process in the event that calls must be temporarily transferred to a non-Virginia Center during an emergency situation.

All Contractor Relay Operators receive the same rigorous training in processing emergency calls, the procedures for which are posted at every workstation in every center to ensure consistent, efficient and accurate call processing. In addition, Supervisors are instructed to provide immediate and exclusive support to any Relay Operator processing an emergency call.

- b. This process will include, but will not be limited to, the process in place to ensure the immediate access to, and updating of, correct PSAP

information and the correlation of the inbound NPA/NXX/XXXX to the corresponding PSAP in Virginia.

The Contractors' platform incorporates automatic access to AT&T's corporate database – CSIDS – that lists all available PSAP's in the United States, its territories and Canada. It makes no difference whether a Relay Operator is located in Norton, VA or New Castle, PA – either can quickly access the police, fire, or ambulance resource existing in Virginia. CSIDS also provides numbers for poison control and other “non-emergency” resources, as long as the number is registered with the Local Exchange Carrier (LEC)

- 9) Operator Monitoring for Training Purposes
  - a. Relay Operators will be monitored throughout the entirety of the initial training period and subsequently on a monthly basis during side-by-side observation sessions with their Supervisors to ensure that proper procedures are being followed and that calls are being relayed appropriately. These observation sessions form the basis of the Relay Operators annual appraisal and development plan for the coming year.
  - b. Observing or listening to actual calls by anyone other than the Relay operator is prohibited except for training or monitoring (by supervisors or the Department's designee) purposes.

The Contractor welcomes individuals to visit the VaRelay Center in order to understand the service better, visitors are confined to conference rooms, training areas and hospitality areas. Visitors are strictly prohibited from entering the Call Center.

- 10) Operator Counseling - The Contractor is required to ensure that a counseling and support program that will help operators deal with the emotional aspects of relaying calls is in place. Since confidentiality prevents operators from talking about their calls with other operators, friends or family, operators need to have access to someone they can talk to and trust. They need to be able to talk about their emotions and learn ways to cope with their feelings. Those providing this staff support must have training in dealing with these situations. Operators will not give the support person the names of the callers involved. The counseling support system must follow the confidentiality provisions discussed above.

The Contractor has an extensive Employee Assistance Program (EAP) in place to provide employees with professional mental health support. All contact with EAP personnel or EAP referrals is held under the Contractors strict corporate Pledge of Confidentiality.

11) Operator Identification

- a. Relay system operators will immediately identify themselves when answering a call by using the macro that states VA Relay OPR XXXX (F or M) where XXXX indicates the number assigned to that operator and the letters F or M indicate the operator's gender. The operator will voice this information to any user who receives information by auditory means.

The Contractor's platform provides a macro that immediately identifies a Relay Operator by number and gender when answering a call. Relay Operators are also trained to voice this information to any user who receives information by auditory means. Additionally, the Relay Operators are expected and required to provide their number and gender at any time upon request by any caller.

- b. The Contractor will, upon award of contract, provide the VDDHH Contract Administrator a list of all operator numbers at the Norton Center. Any changes, additions, or deletions to this list will be submitted to the VDDHH Contract Administrator within 15 days.

- c. Operator In Training Identification

Any operator in training class will automatically have the letter "T" follow the operator number and gender identification until the end of the ninety (90) day probation period. This will be done by the system and not be dependant on the operator. This information will be typed to all TTY users and voiced to all hearing users. The Contractor will establish this method to allow easy identification of the operator in training.

The Contractors platform has the capability to automatically include a "T" after the number and gender of any Relay Operator in training. The information will also be voiced to all hearing customers except that the words "in training" will follow the operator number. This identification will remain in effect throughout the 90 day probationary period.

- 12) Operator Policies and Procedures Manual - Within 30 days after contract award, the Contractor will provide the VDDHH Contract Administrator with two (2) complete Operator Policies and Procedures Manuals that must include, but not be limited to, references to confidentiality, handling of emergency and crisis calls, consequences of non-compliance with policies and functions of a Relay operator. Updates to the manual will be given to the VDDHH Contract Administrator as they occur.
13. Policies for 9-1-1 - Upon award of contract, the Contractor will have in place a policy for handling the emergency calls that it receives. The policy, which must



be approved by the VDDHH Contract Administrator, is to include, but is not limited to:

- a. ANI/ALI  
The Contractor's system is fully capable of processing information digits, also known as "ii" digits as required below:  
  
Ability to receive the call information digits from the inbound caller, store the information digits, and send it out on the outbound call in a manner that will enable the PSAP to use the information to obtain the name, address, and location of the inbound caller without input from the operator.
- b. Change of Operators  
9-1-1 calls are never to be transferred. In the event that a Relay Operator is no longer able to continue the call, s/he may be replaced at the same workstation only by a supervisor, who has been involved in the entire call
- c. Call Forms for 9-1-1 Calls  
All forms used by Relay Operators and/or Supervisors in relation to 9-1-1 calls will be included in the policy documentation and provided in the monthly submissions to the VDDHH Contract Administrator.
- d. Training for Hot-line Calls  
The Contractor will develop and refine procedures in coordination with the VDDHH Contract Administrator to ensure that hot line and emergency policies and procedures meet the VDDHH standards to deliver the highest support level possible to VaRelay users. All hot line and emergency procedures will be approved by the VDDHH Contract Administrator before implementation.
- e. Public Safety Answering Point (PSAP) Verification  
The Contractor will submit a report to the VDDHH Contract Administrator listing all PSAP phone numbers, verifying that all Virginia PSAP numbers have been tested to ensure the accuracy of the VaRelay Center list at a minimum of every 6 months or at any time changes are made to the list.
- f. The Contractor will submit a monthly report to the VDDHH Contract Administrator that will include the number of calls to 9-1-1 via the VaRelay. This report will detail any problems in contacting the appropriate 9-1-1 center. The Contractor will work with VDDHH to resolve any problems encountered in accessing emergency resources in the Commonwealth.

- g. The Contractor is actively involved in a number of industry wide initiatives working on E-9-1-1 functionality.
- h. The Contractor continues to work with the wireless industry to develop a plan for automatically receiving the location and phone number of a wireless call as well as a plan to pass the information to the PSAP.
- i. Emergencies 9-1-1  
While the Commonwealth and the Contractor will encourage Relay users to contact 9-1-1 directly for potentially clearer and quicker communications, the Contractor will process any 9-1-1 calls that reach the VaRelay Center with policies adhered to. In addition, the Contractor will continue outreach efforts to PSAPs to increase their availability to direct TTY calling.

**ATTACHMENT N**  
**To**  
**Contract VA-040201-AT&T**

**Enhanced Relay Features**

1. Automatic Call Forward to the Relay Center - If requested by the Relay customer, incoming calls to the user's home will be automatically forwarded to the VaRelay Center by the call forward feature. The Center will route the call to a number as directed by the customer and be on the line to begin relaying the call as the customer answers.
2. Automatic Input of Terminating Number by Customer - In order to speed up the processing of calls, the customer, either TTY, ASCII, or Voice, have the ability to automatically input the terminating telephone number before the call arrives at the Relay Operator station through the Contractor's Upfront Automation platform.
3. Relay Calls Received via Text-Messaging Equipment – Contractor will provide Relay customers the ability to contact the VaRelay center in non-routine situations by initiating a relay call using only portable/wireless text-messaging devices. Such a connection may require the center to accept incoming text messages via an email address. Such connections would not be subject to the performance standards otherwise indicated in this document.
4. Spanish/English Translation Relay – The Maryland Relay Center will be the primary location for Spanish to English translation relay service. At least one party must be a text user. These services will be at no additional cost to the customer or Commonwealth.

**ATTACHMENT O**  
**To**  
**Contract VA-040201-AT&T**

**Sample Reports**

Daily Traffic Report Data  
Virginia Relay, Norton Center

**Date of Report :**

**Number of Completed Calls:**

- Text Inbound
- Text Sequence
- Voice Inbound
- Voice Sequence
- Total

**Incomplete or Abandoned Calls :**

**Breakdown:**

- TTY
- Voice
- ASCII
- VCO
- HCO
- STS
- 911 Calls
- 800
- 900
- Directory Assistance
- Service Recovery

**Minutes:**

- Intrastate (to be billed)
- Interstate
- International
- In-bound International Intrastate (to be billed)
- Total

**Performance:**

- CA Average Speed of Answer (seconds)
- Percentage Calls Answered by CA in 10 seconds
- Percentage Calls Answered by CA in 20 seconds
- Percentage Calls Answered by CA in 60 seconds
- Blockage Rate

Contract VA-040201-AT&T

Monthly Traffic Reports  
Virginia Relay, Norton Center

**Report 1, Fiscal Year-to-Date Traffic Report, by Monthly Columns** (spreadsheet format)

**Number of Calls**

	Number of calls	Minutes	Percent of total
TTY Baudot			
TTY ASCII			
TTY Turbo Code			
TTY Sequence			
Voice			
Voice Sequence			
VCO			
HCO			
STS			
Total			

**Call Breakdown**

	Number of Calls	Minutes	Percent of total
Interstate			
International			
In-bound International Intrastate (to be billed)			

Total

**Other**

Number of Calls      Percent of Total

Directory Assistance  
911  
IP (terminating in Virginia)  
Video Relay (terminating in Virginia)  
7-1-1, Voice Initiated  
7-1-1, Text Initiated  
Abandoned Calls

**CA Answer Performance**

Average Speed of Answer (seconds)  
Average Calls Answered in 10 seconds (%)  
Average Calls Answered in 60 seconds (%)  
Average Time in Queue (seconds)  
Average Occupancy Rate (%)

**Employment Levels at the Norton Center**

Number of CAs  
Number of Management  
Total

**Average Length of Call**

Session Minutes  
Conversation Minutes

**Report 2, Monthly Customer Contacts** (spreadsheet and narrative formats)

**Type of Feedback**

	# from Text User	# from Voice User	If Other, describe
Complaint			
Compliment			
Other			
Total			

**Contact Detail** (information below to be provided for each customer contact listed above)

Type of Feedback  
Text or Voice  
Summary of Customer Comments  
Summary of Follow-up (if indicated)  
Days to Resolution (if required)  
FCC Reportable (Y/N)

**Report 3, Monthly Virginia Relay Traffic, All Calls, All Minutes, By All Centers** (spreadsheet format)

Report to include number of Virginia Relay calls and minutes, by Contractor's relay center for:

Voice Incoming  
Voice Sequence  
Voice Total  
Text Incoming  
Text Sequence  
Text Total  
Combined Total

Report to include breakdown of above Virginia Relay calls, minutes and percentages for:

Intralata no toll  
Intralata toll  
Intertata/Interstate  
800 Intrastate  
900 Intrastate  
Total Intrastate  
800 Interstate  
900 Interstate  
Total Interstate  
International